

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRANSFER OF OWNERSHIP BY DECLARATION
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD HEINDL	05/22/2009
RECEIVING PARTY DATA	
Name:	PILEPRO SALES CORP.
Street Address:	100 CONGRESS AVENUE
Internal Address:	SUITE 2100
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29360758
CORRESPONDENCE DATA	
Fax Number:	(412)566-6099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-566-6000
Email:	IPmail@eckertseamans.com
Correspondent Name:	ECKERT SEAMANS CHERIN & MELLOTT, LLC
Address Line 1:	600 GRANT STREET - 44TH FL
Address Line 2:	U.S. STEEL TOWER
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219-2788
ATTORNEY DOCKET NUMBER:	300617-00037
NAME OF SUBMITTER:	KARL F. MILDE, JR.
Total Attachments: 11 source=300617_00037_DEC_KFM_EXBITITS_1_2#page1.tif source=300617_00037_DEC_KFM_EXBITITS_1_2#page2.tif	

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300617-00037 (WEIGEL 268)
P01-97-DUS

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : RICHARD HEINDL
Serial No. : 29/360,758
Filed : April 30, 2010
For : SHEET PILE CONNECTION FOR CONNECTING
SHEET PILES
Art Unit : 2913
Customer No. : 10037
Confirmation No: 1744

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

DECLARATION OF KARL F. MILDE, JR.

I, Karl F. Milde, Jr., a member of the bar of the State
of New York and registered to practice before the U.S.
Patent and Trademark Office, hereby declare and say:

1. I am the attorney of record for the design patent
application referenced above (hereinafter "Application").

2. On January 31, 2011, I filed for this Application a
Declaration and Power of Attorney signed by the named

inventor, Richard Heindl. A copy of the executed Declaration and Power of Attorney is attached hereto as Exhibit 1.

3. The named inventor, Richard Heindl, who executed the Declaration and Power of Attorney (Exhibit 1) was employed by PilePro Sales Corporation at the time that the invention and design disclosed and claimed in this Application was made. Mr. Heindl was employed by PilePro Sales Corporation from June 1, 2009 through October 30, 2009, the date on which the European Community Application No. 001630757, the application from which priority is claimed, was filed.

4. A copy of Mr. Heindl's Employment Agreement, signed by him on May 22, 2009, is attached hereto as Exhibit 2. Section 3 of this Employment Agreement, relating to "Intellectual Property" states, in part:

"It is further agreed that all designs, patents, utility models - collectively referred to as the Intellectual Property (IP) package - continue to belong to the company or designated affiliate.

"For the sake of good order, employee agrees that he will not represent himself to be or hold himself out as the rightful Intellectual Property (IP) holder or entitled in or to any of the commercialization

revenues except where so agreed in writing."

5. The present Application is therefore owned by the employer of applicant, Mr. Heindl: PilePro Sales Corporation, a Nevada Corporation which has its principal office for the transaction of business at 100 Congress Ave. Suite 2100, Austin, TX 78701.

6. I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of any patent which may issue on this patent application.

7/27/11
Date

Karl F. Milde, Jr.

EXHIBIT 1

**DECLARATION AND POWER OF ATTORNEY
FOR PATENT APPLICATION**

300617-00037 (WEIGEL 268)
P01-097-DUS

As the below named inventors, I/We hereby declare that:

My/Our residence, post office address and citizenship is/are as stated below next to my/our name.

If one name appears below, I am the sole inventor of the subject matter sought to be patented.

If two or more names appear below, we are joint inventors of the subject matter sought to be patented.

I/We believe I/We am/are the original; and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled

SHEET PILE CONNECTOR FOR CONNECTING SHEET PILES

the specification of which

[] is attached hereto.

[X] was filed on April 30, 2010 as application Serial No. 29/360,758.

I/We hereby state that I/We reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I /We acknowledge the duty to disclose all information known to me/us which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56.

I/We also acknowledge the duty to disclose all information known to me/us which is material to the patentability of this application in accordance with Title 37, Code of Federal Regulations, Section 1.63(e), which occurred between the filing date of the prior application and the filing date of the continuation-in-part application, if this is a continuation-in-part application.

I/We hereby claim foreign priority benefits under Title 35, United States Code, Section 119 of any foreign application(s) for the patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application: European Comm. Design Application No. 001630757
filed October 30, 2009

Priority Claimed: X Yes No

I/We hereby claim the benefit under Title 35, United States Code, Section 120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, Section 112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, Section 1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

<u>Application Serial No.</u>	<u>Filing Date</u>	<u>Status</u> (patented, pending, abandoned)
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I/We hereby declare that all statements made herein of my/our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I/We hereby appoint the following attorneys and/or agents to represent me with respect to the above identified U.S. Patent Application, and to prosecute any continuations, continuations-in-part, reissue applications and/or reexaminations with respect to these applications and to transact all business in the Patent and Trademark Office connected therewith, and hereby expressly revoke all prior powers, whatever they may be, heretofore had herein:

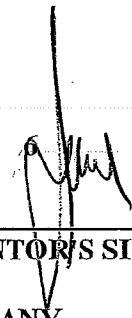
Karl F. Milde, Jr., Reg. No. 24, 822 and William H. Dippert, Reg. No. 26,723, both of 10 Bank Street, Suite 1061, White Plains, New York 10606, my/our attorneys with full power of substitution and revocation.

Please address all telephone calls to Karl F. Milde, Jr., Esq. at telephone No. (914) 286-2819.

Please address all correspondence to:

Karl F. Milde, Jr., Esq.
Eckert Seamans Cherin & Mellott, LLC
10 Bank Street - Suite 1061
White Plains, New York 10606

RICHARD HEINDL
NAME OF INVENTOR


INVENTOR'S SIGNATURE

1/30/2011
DATE

Wotanstrasse 109, 80639 Munich, GERMANY
RESIDENCE

GERMAN
CITIZENSHIP

SAME AS ABOVE
POST OFFICE ADDRESS

EXHIBIT 2

Employment Agreement

This Employment Agreement (the "Agreement") effective this June 1, 2009 by and between:

Richard Heindl (the "Employee") with registered address at Wotanstr. 109, München, Germany 80639, Passport Number 9511092250 issued in Germany on Nov 4, 2003.

and

PilePro Sales Corp Corporation with primary business address located at 100 Congress Ave Suite 2100 Austin TX 78701, d/b/a **PilePro** (the "Company"), it's subsidiaries, licensors, related entities and assignees.

RECITALS

WHEREAS, Heindl is presently employed by the Company's European subsidiary – Wall Profile GmbH, and has agreed to relocate to the US parent. The company desires to continue to retain the services of a Heindl as chief technical designer in the US.

WHEREAS, employee has agreed to continue to perform work for the Company in general engineering, specific product designs, alternative technical solutions and continue to interface with European production facilities as appropriate.

NOW, THEREFORE, the parties hereby agree as follows:

1. Services.

Employee shall be available and shall provide to the Company professional services in the design of "Specialty Profiles – Connectors" as they relate to Steel Sheet Pile / Combi-Walls / Pipe to Pipe / Pipe to Sheet solutions ("Services") as needed and requested.

For sake of good order, it is understood by both parties that, the employee is a German national and has extensive experience in the steel sheet pile industry. This experience and background gives the employee in depth knowledge in connector designs / usage and application. Employee shall continue to interface with European production facilities at the company's direction.

2. Consideration.

a. Rate

Monthly base salary of US Dollars 15,000.00 (fifteen thousand dollars even) with discretionary bonuses to be determined based on the profitability of the company and performance of the employee. The consideration set forth herein shall be the sole consideration due employee for the services rendered hereunder. The Company will withhold required employment and social security taxes from the salary and the employee is responsible for his own Income taxes under US / German tax regulations.

b. Employment Status

The Company will retain Heindl as a W-2 employee in order to comply with United States Citizen & Immigration Services (USCIS) requirements for foreign nationals.

In addition, the company shall arrange to have a non-permanent residency visa (L1A – executive transfer) and a legal work permit issued to the employee. Immediate family members shall be issued dependent residency documents at company expense. Employee undertakes to provide all documents requested to fulfill USCIS requirements.

c. Expenses

Further the company agrees to reimburse reasonable travel and family relocation expenses as itemized in reasonable detail. The Company shall reimburse the employee amounts due pursuant to submitted reports within 30 days after the Company receives such reports.

The company shall approve all extra-ordinary expenses in advance, and in writing including e-Mail.

Employee shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred.

3. Intellectual Property

It is further agreed, that all designs, patents, utility models – collectively referred to as the Intellectual Property (IP) package continue to belong to the company or designated affiliate.

For sake of good order, employee agrees that he will not represent himself to be or hold himself out as the rightful Intellectual Property (IP) holder or entitlement in or to any of the commercialization revenues except where so agreed in writing.

Nothing contained herein or any document executed in connection herewith, shall be construed to create a partnership or joint venture relationship between the Company and Employee. Employee may be admitted as a shareholder at the

company's discretion, subject to normal, non-preferential stock issuance and subject to paid-in capital requirements.

Employee agrees not to provide materially similar services to potential or actual competitors in the company's market areas, defined as North America (NAFTA zone of US, Canada & Mexico) and the European Union for a period of 36 months after termination of employment.

4. Confidentiality.

In the course of performing work for the company, the parties recognize that employee may come in contact or become familiar with information, which the Company or its subsidiaries or affiliates may consider confidential. This information may include, but is not limited to, information pertaining to (specify) which information may be of value to a competitor. Employee agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Company personnel or their designees.

Employee agrees to maintain said confidentiality for a period of 36 months after separation of services.

Employee accepts full personal liability for any such disclosures made without prior written company authorizations.

5. Term.

This Agreement shall commence on June 1, 2009 and shall terminate on December 31, 2012 unless earlier terminated by either party hereto.

6. Employee's Taxpayer I.D. Number.

Employee shall provide Company with his taxpayer I.D. number as soon as it is possible, the company agrees to advance salaries commensurate with employee's relocation.

7. Representations.

Employee will make no representations, warranties, or commitments binding the Company without the Company's prior consent.

8. Warranty to Legal Right.

Employee warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement.

Employee shall indemnify and hold harmless the Company from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements.

Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the Company to pay any amounts, which remain unpaid under this Agreement.

9. Waiver.

Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

10. Notice.

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to employee:

Richard Heindl

c/o Wall Profile GmbH, Fürstenrieder Str. 279a, München, Germany 81377

2. Notices to the Company:

Rob Wendt, 100 Congress Ave Suite 2100, Austin TX USA 78701.

Tel: 866 666 7453 Ext 2 Fax: 866 626 7453

Electronic Mail: rob@pilepro.com

11. Enforceability.

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

12. Miscellaneous.

a. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

b. Binding Effect, Assignment.

This Agreement shall be binding upon and shall inure to the benefit of Employee and the Company and to the Company's successors and assignees.

Nothing in this Agreement shall be construed as to permit the assignment by Employee of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of the Company.

c. Governing Law, Severability.

The laws of the State of Texas shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

WHEREFORE, the parties have executed this Agreement as of the date written above.

COMPANY: PilePro Sales Corp

By: Rob Wendt, President



Date: 5/22/2009

EMPLOYEE:

By: Richard Heindl



Date: 5/22/2009