

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Joseph Wilson	09/20/2011

RECEIVING PARTY DATA

Name:	Casto & Harris, Inc.
Street Address:	109 Market Street, P.O. Box 189
City:	Spencer
State/Country:	WEST VIRGINIA
Postal Code:	25276

PROPERTY NUMBERS Total: 13

Property Type	Number
Application Number:	29389442
Patent Number:	D573773
Patent Number:	D603621
Patent Number:	D603183
Patent Number:	D603184
Patent Number:	D604022
Patent Number:	D616217
Patent Number:	D622975
Application Number:	12380738
Application Number:	61438390
Patent Number:	7895954
Application Number:	13020295
Patent Number:	7654457

CORRESPONDENCE DATA

501665123

PATENT  
REEL: 026940 FRAME: 0386

CH \$520.00 29389442

Fax Number: (443)263-7503  
Email: mvchider@ober.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Ober/Kaler c/o Royal W. Craig  
Address Line 1: 100 Light Street  
Address Line 4: Baltimore, MARYLAND 21202

ATTORNEY DOCKET NUMBER:	027076.077331 (CASTO &..)
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NAME OF SUBMITTER:	Royal W. Craig
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**Total Attachments: 39**

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In consideration for his employment and for other good and valuable consideration, the receipt of which is hereby acknowledged, Joseph Wilson, an individual residing at 206 Vallis Drive, Spencer, WV 25276, U.S.A. ("*Assignor*"), does hereby sell, assign, transfer, and convey unto Casto & Harris, Inc., a corporation organized and existing under the laws of West Virginia and having its principal office at 109 Market Street, P.O. Box 189, Spencer, West Virginia 25276, U.S.A. ("*Assignee*"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"):

- (a) the patent applications and patent listed in the table below (the "*Patent*");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date/Issue date</u>	<u>Title of Patent and First Named Inventor</u>
U.S. Design Patent Application 29/389,442	US	April 13, 2011	BALLOT BOX CART Gary V. Abel

- (b) all patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, the Patent;

- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

- (d) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (c) and all other rights arising out of such inventions, invention disclosures, and discoveries;

- (e) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

- (f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
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for past, current, and future infringement; and

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Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into the Letter Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignee shall be solely responsible for all actions and all costs whatsoever, including attorney's fees, arising after the date of this Agreement and associated with the obtaining, perfecting, sustaining, and/or enforcing the Patent Rights, and Assignor shall have no obligation to pay any fees or costs in relation thereto. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance will include providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, powers of attorney, specifications, declarations or other papers, and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. Assignee will reimburse Assignor any direct expenses properly and reasonably incurred in pursuance of this provision.

Nothing herein shall be construed as (i) a warranty or representation by Assignor as to the validity or scope of any Patent Rights, (ii) a warranty or representation that anything made, used, imported, developed, promoted, offered for sale, sold, or otherwise disposed of under the Patent Rights does not or will not infringe patents, trade secrets or other proprietary rights of third parties; (iii) a representation or warranty of operability or that development of a commercial products is possible; (iv) any other representations or warranties, either express or implied,

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 830 AM  
on 9-20-2011.

ASSIGNOR:

By: 

(Joseph Wilson, Signature *MUST* be attested)

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

The undersigned witnessed the signature of Joseph Wilson to the above Assignment of Patent Rights and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. Joseph Wilson is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on Sept 20, 2011 to execute the above Assignment of Patent Rights on his own behalf.
3. Joseph Wilson subscribed to the above Assignment of Patent Rights on his own behalf.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 9/20/11 (date)  
By Christie Hicks

Print Name: Christie Hicks

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U.S. Design Patent D573,773	US	July 22, 2008	VOTING MACHINE STORAGE AND TRANSPORT Gary V. Abel

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U.S. Design Patent D603,621	US	November 10, 2009	PORTABLE, MODULAR VOTING BOOTH Gary V. Abel

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By Christie Hicks

Print Name: Christie Hicks

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U.S. Design Patent D603,183	US	November 3, 2009	PORTABLE, MODULAR VOTING BOOTH Gary V. Abel

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In consideration for his employment and for other good and valuable consideration, the receipt of which is hereby acknowledged, Joseph Wilson, an individual residing at 206 Vallis Drive, Spencer, WV 25276, U.S.A. ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Casto & Harris, Inc., a corporation organized and existing under the laws of West Virginia and having its principal office at 109 Market Street, P.O. Box 189, Spencer, West Virginia 25276, U.S.A. ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

- (a) the patent applications and patent listed in the table below (the "**Patent**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date/Issue date</u>	<u>Title of Patent and First Named Inventor</u>
U.S. Design Patent D603,184	US	November 3, 2009	PORTABLE, MODULAR VOTING BOOTH Gary V. Abel

- (b) all patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, the Patent;

- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

- (d) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories (a) through (c) and all other rights arising out of such inventions, invention disclosures, and discoveries;

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- (f) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent and/or any item in any of the foregoing categories (b) through (e), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
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for past, current, and future infringement; and

(g) all rights to collect royalties and other payments under or on account of the Patent and/or any item in any of the foregoing categories (a) through (f).

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 830 AM  
on 9-20-2011.

ASSIGNOR:

By: 

(Joseph Wilson, Signature *MUST* be attested)

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I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 9/20/11 (date)

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Print Name: Christie Hicks

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U.S. Design Patent D604,022	US	November 10, 2009	VOTER TERMINAL STORAGE AND TRANSPORT CART Gary V. Abel

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U.S. Design Patent D616,217	US	May 25, 2010	PORTABLE, MODULAR VOTING BOOTH Gary V. Abel

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U.S. Design Patent D622,975	US	September 7, 2010	PORTABLE, MODULAR VOTING BOOTH Gary V. Abel

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U.S. Patent Application 12/380,738	US	March 3, 2009	VOTER TERMINAL STORAGE AND TRANSPORT CART Gary V. Abel

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IN WITNESS WHEREOF this Assignment of Patent Rights is executed at 8 30 AM  
on 9-20-2011.

ASSIGNOR:

By: 

(Joseph Wilson, Signature *MUST* be attested)

**ATTESTATION OF SIGNATURE PURSUANT TO 28 U.S.C. § 1746**

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3. Joseph Wilson subscribed to the above Assignment of Patent Rights on his own behalf.

I declare under penalty of perjury under the laws of the United States of America that the statements made in the three (3) numbered paragraphs immediately above are true and correct.

EXECUTED on 9-20-11 (date)  
By Christie Hicks  
Print Name: Christie Hicks

## ASSIGNMENT OF PATENT RIGHTS

In consideration for his employment and for other good and valuable consideration, the receipt of which is hereby acknowledged, Joseph Wilson, an individual residing at 206 Vallis Drive, Spencer, WV 25276, U.S.A. ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Casto & Harris, Inc., a corporation organized and existing under the laws of West Virginia and having its principal office at 109 Market Street, P.O. Box 189, Spencer, West Virginia 25276, U.S.A. ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

- (a) the patent applications and patent listed in the table below (the "**Patent**");

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date/Issue date</u>	<u>Title of Patent and First Named Inventor</u>
U.S. Provisional Patent Application 61/438,390	US	February 1, 2011	BALLOT BOX CART Gary V. Abel

- (b) all patents and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that directly or indirectly incorporate by reference, or were incorporated by reference into, the Patent;

- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

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Print Name: Christie Hicks



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U.S. Patent 7,895,954	US	March 1, 2011	PORTABLE NESTING VOTING BOOTH Gary V. Abel

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Print Name: Christie Hicks

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U.S. Patent Application 13/020,295	US	February 3, 2011	PORTABLE, MODULAR VOTING BOOTH Gary V. Abel

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U.S. Patent 7,654,457	US	February 2, 2010	VOTING MACHINE STORAGE AND TRANSPORT CART WITH IMPROVED SECURITY Gary V. Abel

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