## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Welch-Sluder IP Partners	09/07/2011

#### RECEIVING PARTY DATA

Name:	William L Welch
Street Address:	11026 Wortham Blvd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77065

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5165651
Patent Number:	5437430
Patent Number:	5611974

#### CORRESPONDENCE DATA

 Fax Number:
 (832)778-6010

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: DOUGLAS ELLIOTT
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Address Line 2: SUITE 920

Address Line 4: Houston, TEXAS 77065

ATTORNEY DOCKET NUMBER: 9352.002 - WELCH

NAME OF SUBMITTER: Douglas H. Elliott

Total Attachments: 2

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PATENT REEL: 026949 FRAME: 0494 OP \$120.00 5165651

### PATENT AND TRADEMARK ASSIGNMENT

WHEREAS, Welch-Sluder IP Partners ("Assignor") is the owner of U.S. Patent No. 5,165,651, entitled "Machine Foundation and Method for Preparing or Repairing a Machine Foundation;" U.S. Patent No. 5,437,430, entitled "Method for Preparing or Repairing a Machine Foundation;" and U.S. Patent No. 5,611,974, entitled "Method for Preparing or Repairing a Machine Foundation" ("Patents"), which ownership gives Assignor the right to sue for and collect damages for past infringement, which right is acknowledged to continue past the expiration of each of the Patents;

WHEREAS, Assignor is also the owner of the trademark rights in the mark "POLYSHIELD" ("Mark"), together with the goodwill associated therewith, including but not limited to: (a) trademark rights defined by United States Trademark and Service Mark Registration No. 1,665,370, for "Pre-cast Polymer Machine Bases;" and "installing and repairing corrosion-resistant bases and foundations for machines" in connection with goods sold and services provided by Structural under license by Assignor; (b) trademark rights existing under the common law in the Mark for any use of the Mark made on or in connection with goods that have been sold or provided by Structural Group, Inc., formerly known as Structural Preservation Systems, LLC ("Structural") under license by Assignor; and (c) service mark rights existing under the common law in the Mark for any use of the Mark made in connection with services provided by Structural under license by Assignor; and

WHEREAS, Assignor desires to transfer all its ownership interests in the Patents and the Mark to William L. Welch, an individual person, having a residence address at 11026 Wortham Blvd., Houston, Texas, 77065 (Assignee),

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor to have been received in full from Assignee:

1. Assignor hereby sells, assigns, transfers and conveys to Assignee its full, exclusive and undivided right, title and interest in and to the Patents, and agrees to execute any confirmatory assignments, declarations, or other documents in relation to such Patents;

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- 2. Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the trademark rights in the Mark, together with the goodwill associated therewith that is and has been symbolized and associated with the Mark, including the aforementioned common law trademark rights and the rights in U.S. Registration No. 1,665,370, for "POLYSHIELD.
- 3. The term and covenants of this agreement shall inure to the benefit of said **Assignee**, his heirs, assigns and other legal representatives, and shall be binding upon the **Assignor**, its respective successors, legal representatives and assigns.
- 4. **Assignor** hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Assignor:

Date:	SEPTEMBER	7,	2011	Weld	h-Sluder	ΙP	Partn	ers
		- /	•	- 1	_		Λ	1

Signature

Printed Name

Printed Name

Title

Assignee:

Date: SEPTEMBER 7, ZOII

Willjam L. Welch

Signature