

05/08/2012

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RECORDATION FORM
PATENTS

103644230

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Robert B. Macdonald
Philip A. Macdonald
Marco Santos



2. Name and address of receiving party(ies)

Name: Exterior Wall Systems, Ltd.

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 25 April 2012

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

Street Address: 520 Clarke Road

City: London

State: Ontario

Country: Canada Zip: N5V 2C7

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

29/392,519
13/437,992

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Peter L. Brewer

Internal Address: Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC, Intellectual Property Group

Street Address: 265 Brookview Centre Way, Suite 600

City: Knoxville

State: TN Zip: 37919

Phone Number: (865) 971-5102

Fax Number: (865) 329-5102

Email Address: pbrewer@bakerdonelson.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number e

05/08/2012 TLEE11 00000074 29392519

Authorized User Name

01 FC:0621

89.00 0

9. Signature:

P2Bm
Signature

May 02, 2012
Date

Peter L. Brewer

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 1

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 028254 FRAME: 0057

ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is made by and between Robert B. Macdonald, Philip A. Macdonald and Marco Santos (as "Inventors") and Exterior Wall Systems, Ltd., a Limited Liability Company registered under the laws of the Province of Ontario, Canada ("EWS" or "Assignee"). Inventors and Assignee may together be referred to herein as the Parties, or individually as a Party.

RECITALS

WHEREAS,

Robert B. McDonald
300 Victoria Street
London, Ontario
Canada N6A 2C5

Philip A. McDonald
74 Normandy Gardens
London, Ontario
Canada N6A 4G9

and

Marco Santos
2108-389 Dundas Street
London, Ontario
Canada N6B 3L5

have conceived of and reduced to practice certain inventions for wall panel attachment systems, wherein ceramic wall panels, photovoltaic cell wall panels, or other rigid wall panels may be hung onto the exterior surface of a building in any sequence;

WHEREAS, a first application for patent was filed in the United States on 23 May 2011, and was assigned Serial No. 29/392,519;

WHEREAS, this first application was filed as a design application, and claimed the ornamental features of certain interchangeable wall brackets;

WHEREAS, this first application was entitled "Exterior Wall Panel Attachment System;"

WHEREAS, a second application for patent was filed in the United States on 3 April 2012, and was assigned Serial No. 13/437,992;

WHEREAS, this second application was entitled "Wall Panel Systems for Rigid Wall Panels;"

WHEREAS, this second application was filed as a continuation-in-part patent application, and claimed the benefit of U.S. Patent Application No. 13/023,086 entitled "Methods for Installing Wall Panels to the Exterior Wall of a Building," which was filed on 8 February 2011;

WHEREAS, Exterior Wall Systems, Ltd. a Canadian corporation having a place of business at:

520 Clarke Road
London, Ontario, Canada N5V 2C7

is desirous of acquiring the entire right, title and interest in and to the above applications ("the Applications"), and the inventions disclosed therein ("the Inventions"), and in and to all embodiments of the Inventions heretofore conceived, made or discovered by said Inventors, and in and to any and all patents issuing from the Applications (the "Patents"), including any patents that may issue from any future continuation applications, CIP applications, divisional applications, or reissue patents that issue from the Applications or the Patents), as may be granted in any and all countries and group of countries; and

WHEREAS, Inventors intend to assign said rights to EWS.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable consideration, acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors hereby assign, sell, and convey to Assignee the full and exclusive right, title and interest (a) in and to said Applications and said Inventions; (b) in and to all rights to apply for patents on said Inventions in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Inventions in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, continuation or CIP of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Inventors hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Applications and Inventions herein conveyed in any and all countries and groups of countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said


Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, post grant review, infringement actions and court actions; provided, however, that the reasonable expenses incurred by said Inventors in providing such cooperation shall be paid by Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Inventors hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

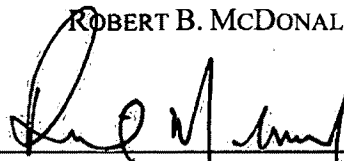
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date indicated below.

April 25, 2012



ROBERT B. McDONALD, Inventor

April 25, 2012



PHILIP A. McDONALD, Inventor

April 25, 2012



MARCO SANTO, Inventor

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WHEREAS, Inventors intend to assign said rights to EWS.

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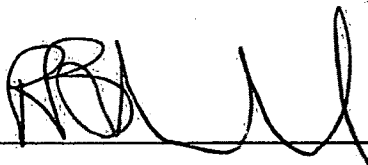
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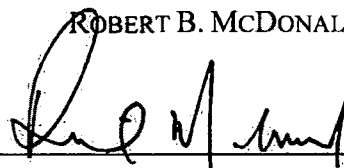
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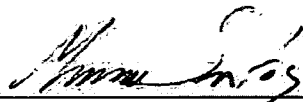
ROBERT B. McDONALD, Inventor

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PHILIP A. McDONALD, Inventor

April 25, 2012



MARCO SANTO, Inventor