

05/08/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103644231

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

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

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

Execution Date(s) 10 April 2012

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

2. Name and address of receiving party(ies)

Name: Exterior Wall Systems, Ltd.

Internal Address: _____

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)
B. Patent No.(s)

U.S. 11/273,303
U.S. 12/507,639
U.S. 12/829,503 (2010/0263314)
U.S. 13/023,086

Additional numbers attached? ☐ Yes ☐ No

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

Name: Peter L. Brewer

Internal Address: Suite 600

Street Address: 265 Brookview Centre Way

City: Knoxville

State: Tennessee 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: 4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

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

8. Payment Information

Deposit Account Number _____

05/08/2012 TLEE11 00000075 11273303

Authorized User Name _____

01 FC:8021 160.00 0

9. Signature:

P.L. Brewer
Signature

April 12, 2012

Date

Peter L. Brewer

Name of Person Signing

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

4

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: 0101

ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS (the "Assignment") is made by and between Robert B. Macdonald and Philip A. Macdonald (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

and

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

have conceived of and reduced to practice certain inventions for wall panel attachment systems, wherein aluminum composite wall panels, photovoltaic cell wall panels, or other 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 November 14, 2005, and was assigned Serial No. 11/273,303;

WHEREAS, a second application for patent was filed in the United States on July 22, 2009 as a Divisional application, and was assigned Serial No. 12/507,639;

WHEREAS, a third application for patent was filed in the United States on July 2, 2010 as a first CIP application, and was assigned Serial No. 12/829,503;

WHEREAS, the third application for patent was published as U.S. Pat. Publication No. 2010/0263314, titled "Dry Joint Wall Panel Attachment System," and has received a Notice of Allowability;

WHEREAS, a fourth application for patent was filed in the United States on February 8, 2011 as a Second CIP application, and was assigned Serial No. 13/023,086;

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 sell, assign, transfer 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 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 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, public use proceedings, 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.

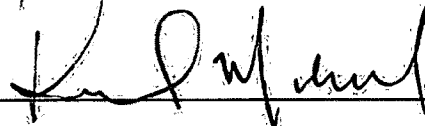
IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee on the date indicated below.

April 10, 2012

April 10th, 2012



ROBERT B. MACDONALD, Inventor



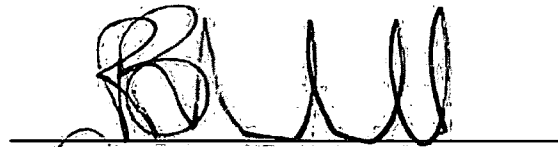
PHILIP A. MACDONALD, Inventor

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

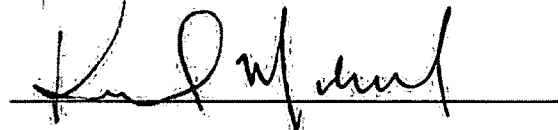
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ROBERT B. MACDONALD, Inventor



PHILIP A. MACDONALD, Inventor