# 502120322 11/07/2012

## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Philippe Noel	04/11/2011

## **RECEIVING PARTY DATA**

Name:	NOEL CONTRACTING LTD.
Street Address:	265 Rue de la Block
City:	Tracadie-Sheila
State/Country:	CANADA
Postal Code:	E1X 1A3

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	12957454	

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	P42917US00
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NAME OF SUBMITTER: Matthew J. Graff

Total Attachments: 2

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PATENT REEL: 029255 FRAME: 0661 CH \$40 00 129574

## **ASSIGNMENT**

WHEREAS, **Philippe Noël**, whose full post office address is 552 Rue Belle Rive, Tracadie-Sheila, New Brunswick, E1X 1A2, Canada (hereinafter the "Assignor"), is the inventor of an invention entitled **PEAT MOSS HARVESTING APPARATUS AND METHOD** for which the following patent applications have been filed:

<u>Country</u>	Application No.	<u>Filing Date</u>
United States	12/957,454	December 1, 2010
Canada	2,723,290	December 1, 2010

AND WHEREAS **NOËL CONTRACTING LTD.**, whose full post office address is 552 Rue Belle Rive, Tracadie-Sheila, New Brunswick, E1X 1A2, Canada (hereinafter the "Assignee"), has acquired from the Assignor the whole right, title and interest for Canada, the United States of America, and all other countries in and to said invention and in and to any Letters Patent that may be obtained therefor, and in and to said applications,

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignor does hereby confirm that, as of the filing date of the applications, the Assignor has assigned, and, effective as of the filing date of the applications, does hereby sell and assign, transfer and set over to the Assignee, all of the Assignor's right, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the invention, including the Assignor's rights to the applications, and all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this Assignment not been made.

The Assignor shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the applications for the invention, and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignor authorizes and empowers the Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any of the applications, and all related applications and patents thereon, filed by the Assignor, or the Assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and

PATENT REEL: 029255 FRAME: 0662 claim such right of priority without further written or oral authorization from the Assignor.

The Assignor authorizes and empowers Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Suite 4000, Scotia Plaza, Box 401, 40 King Street West, Toronto, Ontario M5H 3Y2, to insert on this Assignment any further identification, to prepare any translation which may be necessary or desirable in order to comply with the rules for recordation of this document in any country and to correct any clerical error in this Assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the applications, and all related applications thereon, to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Parties confirm their express wish that this Assignment be drawn up in the English language. Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.

SIGNED at the City of Trace oie-Sheila, this //th day of Opril, 2011.

Philippe Noël

Witness

SIGNED at the City of IRACADE. Sheila, this 11th day of

NOËL CONTRACTING LTD. thilippe Noel

Title:

Vitness

**PATENT** REEL: 029255 FRAME: 0663

**RECORDED: 11/07/2012**