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1. A. Name of conveying party:
Buddy Clayton SHIPMAN

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

2. A. Name and address of receiving party:

VICTAULIC COMPANY
4901 KESSLERSVILLE RD
EASTON, PA 18054

3. A. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

B. Execution Date: November 8, 2012

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

4. A. Patent Application No. 13/176,834

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

C. Title of Application: X-BRACE VALVE AND FLEXIBLE CONNECTION FOR FIRE SPRINKLERS

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

Name: James A. Oliff

Address: **OLIFF & BERRIDGE, PLC**
P.O. Box 320850
Alexandria, VA 22320-4850
Phone Number: 703-836-6400
Fax Number: 703-836-2787

6. Total number of applications and patents involved: 1

7. Please charge Deposit Account No. 15-0461 the total fee (37 CFR 3.41) in the amount of \$40.00.

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James A. Oliff
Aaron L. Webb

Registration No. 27,075
Registration No. 56,930

Date: January 22, 2013

CH \$40.00 150461 13176834

SCHEDULE III

PATENT ASSIGNMENT

This Assignment Agreement is effective as of the date below, and is by and between Mr. Buddy Clayton Shipman, of 742 Ridge Hollow Drive, Heath, TX 75032 ("Inventor"), and Victaulic Company, a New Jersey Corporation, with a principal place of business at 4901 Kesslersville Rd., Easton, PA 18054 ("Assignee").

WHEREAS, Inventor is the owner and sole inventor of the United States and Patent Cooperation Treaty patent applications listed in Schedule A below (collectively, "Subject Applications"):

Schedule A

Currently Pending Applications		
Application Number	Date of Filing	Priority
13/480,786	May 25, 2012	Claims priority to 61/490,737 and 61/619,899
13/176,834	July 6, 2011	Claims priority to 61/490,737 and 61/496,347
PCT1239666	May 25, 2012	Corresponds to 13/480,786
PCT1239684	May 25, 2012	Corresponds to 13/176,834

Priority Applications		
Application Number	Date of Filing	Current Status
61/490,737	May 27, 2011	Expired (Converted to 13/176,834 and 13/480,786)
61/496,347	June 13, 2011	Expired (Converted to 13/176,834)
61/619,899	April 3, 2012	Pending (Converted to 13/480,786)

SCHEDULE III

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest for the entire world, including the United States, its territories, dependencies and possessions, in and to the Subject Applications (and any and all patents that may be granted therefrom) and to the inventions disclosed by the Subject Applications, including any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, foreign, design, confirmation, substitute and reissue application(s) or extensions of the same, as well as any and all applications claiming priority from such Subject Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Inventor agree as follows:

1. Inventor hereby sells, assigns, and transfers unto Assignee, its successors and assigns, the entire right, title and interest for the entire world, including the United States, its territories, dependencies and possessions, in and to the Subject Applications (and any and all patents that may be granted therefrom) and to the inventions disclosed by the Subject Applications, and any and all provisional, non-provisional, divisional, continuation, ancestral (e.g., parent), international, foreign, design, confirmation, substitute and reissue application(s) or extensions thereof, as well as any and all applications claiming priority from the Subject Applications; the same to be held and enjoyed by Assignee, its successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Inventor had this assignment and sale not been made.
2. Inventor agrees that this Assignment Agreement is binding on Inventor and his successors, assigns and legal representatives.
3. Inventor authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent of the United States, and the appropriate officer of any relevant foreign country to issue any Patent of such country, resulting from the Subject Applications and any confirmations, divisions, continuations, counterparts, reexaminations, reissues or extensions thereof, to Assignee.
4. Inventor agrees to execute all papers necessary in connection with any interference which may be declared concerning said Subject Applications (and patents that may be granted therefrom), or any confirmation, division, continuation, reexamination or reissue thereof, and to cooperate with Assignee in every way possible in obtaining evidence and going forward with such interference.

SCHEDULE III

5. Inventor covenants that he has full right to convey the interest herein assigned and that he has not executed and will not execute any agreement in conflict herewith.

6. Inventor agrees to perform all affirmative acts which may be necessary to obtain, maintain or confirm by reissue or reexamination any of the Subject Applications (and any and all patents that may be granted therefrom).

7. Assignee has the obligation to pay all future annuities, maintenance fees, filing fees, attorney fees, and all other future expenses associated with the Subject Applications and any and all patents that may be granted therefrom.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed.

Inventor: Mr. Buddy Clayton Shipman

Assignee: Victaulic Company

By: 

By: 

Name: Clay Shipman

Name: Richard A. Bucher, Ph.D.

Title: VP - Product Development

Date: 11-8-2012

Date: November 9, 2012