

## PATENT ASSIGNMENT

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NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Hubert L. Barnes	01/16/2013
RECEIVING PARTY DATA	
Name:	The Penn State Research Foundation
Street Address:	304 Old Main
City:	University Park
State/Country:	PENNSYLVANIA
Postal Code:	16802
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13741968
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NAME OF SUBMITTER:	Mark A. Harper, Ph.D.
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OP \$40.00 13741968

## **ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made this 16<sup>th</sup> day of January, 2013, by Hubert L. Barnes (hereinafter referred to as Assignor), residing at 213 E. Mitchell Avenue, State College, Pennsylvania 16803;

**WHEREAS**, Assignor has invented certain new and useful improvements in COMPOSITION AND METHOD TO CONTROL ACID ROCK DRAINAGE, set forth in a Utility application for Letters Patent of the United States, already filed on January 15, 2013 as U.S. Application No. 13/741,968 ; and

**WHEREAS**, The Penn State Research Foundation, a non-profit organization organized under and pursuant to the laws of Pennsylvania having its principal place of business at 304 Old Main, University Park, Pennsylvania 16802 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Utility application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

GIFFORD, KRASS, SPRINKLE, ANDERSON & CITKOWSKI, P.C.

All practitioners at Customer Number 25006

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

Date: Jan. 16, 2013

Signature: Hubert L. Barnes  
Hubert L. Barnes