

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bill Witherspoon	04/09/2013
Lester Hensley	04/09/2013
RECEIVING PARTY DATA	
Name:	Emseal Joint Systems Ltd.
Street Address:	25 Bridle Lane
City:	Westborough
State/Country:	MASSACHUSETTS
Postal Code:	01581-2603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13729500
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	SUITE 206
Address Line 4:	MIDDLETOWN, CONNECTICUT 06457
ATTORNEY DOCKET NUMBER:	1269-0001-1CIP
NAME OF SUBMITTER:	Christine Wilkes Beninati
Signature:	/Christine Wilkes Beninati/
Date:	04/11/2013
Total Attachments: 2 source=1269-0001-1CIP_Executed_Assignment#page1.tif source=1269-0001-1CIP_Executed_Assignment#page2.tif	

CH \$40.00 13729500

## ASSIGNMENT

WHEREAS, we, as below named inventors, residing at the addresses stated below our names, are joint inventors of certain new and useful improvements in FIRE AND WATER RESISTANT EXPANSION JOINT SYSTEM, for which a continuation-in-part application was filed in the U.S. Patent and Trademark Office on December 28, 2012 and has been assigned Application No. 13/729,500, and a non-provisional Application Serial No. 12/622,574, was filed on November 20, 2009, and a provisional Application Serial No. 61/116,453, was filed on November 20, 2008.

WHEREAS, we possess the entire right, title and interest in the foregoing invention, free from all encumbrances, and has full right to convey his part or all of his interest, and

WHEREAS, **Emseal Joint Systems Ltd** (hereinafter referenced as ASSIGNEE), a Massachusetts corporation having a place of business at 25 Bridle Lane, Westborough, MA 01581-2603, is desirous of acquiring all rights, title and interest in, to and under said invention, said application disclosing the invention and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

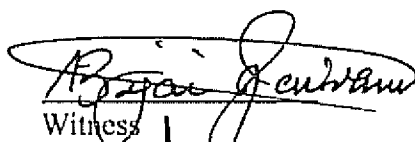
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, as joint inventors as indicated below, by these presents do hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full, exclusive and entire right, title and interest in the said invention, said application, and any divisions and continuations thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the right to sue and collect damages for past infringement, and to any other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and we hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEE, as the assignee of the whole right, title and interest thereto;

AND we further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to us and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

AND we further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reexaminations, reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense;

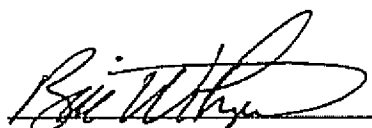
AND we further agree that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to us and will testify as to the same in any reexamination, interference or litigation related thereto;

AND we hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

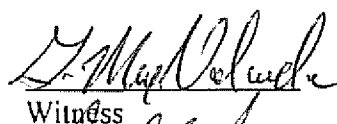
  
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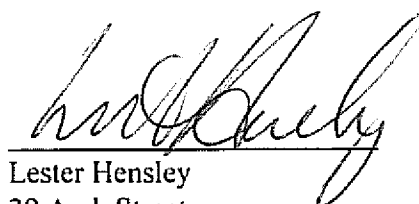
  
Bill Witherspoon  
44 Tovell Drive  
Guelph, Ontario N1K 1Z9

April 9, 2013  
Date

  
Witness

Witness

Witness

  
Lester Hensley  
39 Arch Street  
Westborough, MA 01581

April 9, 2013  
Date