## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
IPEG, Inc.	04/12/2013

### **RECEIVING PARTY DATA**

Name:	Rapid Granulator, Inc.
Street Address:	200 West Kensinger Drive
City:	Cranberry Township
State/Country:	PENNSYLVANIA
Postal Code:	16066

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6305623
Patent Number:	7434756
Patent Number:	7578463
Patent Number:	7959099
Patent Number:	8360349
Patent Number:	D676072
Patent Number:	D676071
Patent Number:	D655731
Patent Number:	D666640
PCT Number:	US2008003285

## **CORRESPONDENCE DATA**

**Fax Number**: 4123942555

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 412-394-7767

Email: traip@clarkhillthorpreed.com

**PATENT** 

REEL: 030484 FRAME: 0560

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Correspondent Name: Paul D. Bangor, Jr. Address Line 1: 301 Grant Street, 14th Floor Address Line 2: One Oxford Centre Pittsburgh, PENNSYLVANIA 15219 Address Line 4: ATTORNEY DOCKET NUMBER: 019232.109148 NAME OF SUBMITTER: Paul D. Bangor, Jr. Signature: /Paul D. Bangor, Jr./ Date: 05/24/2013 Total Attachments: 5 source=130524\_2#page1.tif source=130524\_2#page2.tif

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> **PATENT** REEL: 030484 FRAME: 0561

### PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is executed as of this 12<sup>th</sup> day of April, 2013, by and between IPEG, Inc., a corporation legally organized under the laws of Delaware, having an address of 200 West Kensinger Drive, Cranberry Township, Pennsylvania 16066 ("Assignor") and delivered to, and in favor of, Rapid Granulator, Inc., a corporation legally organized under the laws of Delaware, having an address of 200 West Kensinger Drive, Cranberry Township, Pennsylvania 16066 ("Assignee").

#### Recitals:

WHEREAS, Assignor is the owner of record of the patents and patent applications set forth in Schedule A hereto inclusive of any and all priority rights derived therefrom, for any and all countries in the world, and in and to any and all letters patents issuing in any and all countries in the world, to be granted for any invention embodied in the Patents, and/or with respect to any and all patent applications, reissues, re-examinations, substitutions and extensions thereof, filed in any country world-wide claiming priority from any underlying application from which the Patents were granted or derived (collectively, the "Patents");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all right, title and interest in and to the Patents.

NOW, THEREFORE, the Assignor, intending to be legally bound hereby, and for good and valuable consideration including the sum of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

- 1. <u>Assignment</u>. Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of Assignor's right, title and interest in and to:
- (a) the Patents inclusive of any and all priority rights derived therefrom, for any and all countries in the world, and in and to any and all letters patents issuing in any and all countries in the world, to be granted for any invention embodied in the Patents, and/or with respect to any and all patent applications, reissues, re-examinations, substitutions and extensions thereof, filed in any country world-wide claiming priority from any underlying application from which the Patents were granted or derived;
- (b) all provisional and nonprovisional patent applications, patent applications, patents or other governmental grants or issuances (i) to which any of the Patents directly or indirectly claims priority and/or (ii) for which any of the Patents directly or indirectly forms a basis for priority;
- (c) reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations, and divisions of any of the foregoing categories (a) and (b);
- (d) foreign patents, patent applications, and counterparts (i) to which any of the foregoing categories (a) through (c), directly or indirectly claims priority, and/or (ii) for which any of the foregoing in categories (a) through (c) directly or indirectly forms a basis (01447933)

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for priority, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

- (e) any of the foregoing in categories (a) through (d), whether or not expressly listed as Patents below and whether or not rejected, withdrawn, cancelled, or the like;
- (f) all rights to all patents, patent applications and/or other governmental grants or issuances of any type related to any of the inventions, invention disclosures, and discoveries described in any of the foregoing in categories (a) through (e) to the extent that any such inventions, invention disclosures, and discoveries (i) are included in any claim in any of the foregoing in categories (a) through (e), (ii) are subject matter capable of being reduced to a patent claim in any reissue or reexamination proceedings brought on any of the foregoing in categories (a) through (e), and/or (iii) could have been and/or could be included as a claim in any continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations and/or divisions of any of the foregoing in categories (a) through (e);
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding; and
- (h) all causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under Patents and/or under or on account of any of the foregoing categories (a) through (h), including without limitation, all causes of action and other enforcement rights for
  - (1) past, current or future infringement,
  - (2) past, current or future damages,
  - (3) injunctive relief, and
  - (4) other remedies of any kind for past, current, and future infringement;
  - all rights to collect royalties and other payments under or on account of any of the Patents or any of the foregoing categories (a) through (h).
- 2. <u>Related Documentation</u>. Assignor promptly shall deliver to Assignee all documentation pertaining to the Patents, including copies of all correspondence to or from examining authorities whether furnished to Assignor now or anytime following the date hereof regarding the Patents, patent application process, business contracts, and prior art searches pertaining to the Patents, and all correspondence with any attorney involved in the preparation and/or prosecution of the Patents.
- 3. <u>No Reserved Rights.</u> Upon execution of this Assignment, Assignor shall retain no right or license under the Patents to reproduce, make, have made, use, import, offer for sale, and/or sell any products or services covered by the Patents.

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- 4. <u>Documentation and Cooperation</u>. Assignor hereby covenants that, upon the request of Assignee (or its assigns), Assignor will promptly provide Assignee (or its assigns) with all pertinent facts and documents relating to the Patents and to any applications and registrations therefor, and/or legal equivalents in the United States and foreign countries as may be known and accessible to Assignor. Assignor will testify as to the same in any action or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue, enforce and/or perfect such rights, title, and interest in Assignee, its successors and assigns for the Patents and to any applications and registrations therefor and/or said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes hereof. Any and all reasonable expenses incurred by Assignor in connection with its obligations under this paragraph shall be paid by the Assignee (or its assigns) provided, however, that Assignor has obtained the prior written consent of Assignee (or its successors or assigns) to incur the expense for which Assignor seeks payment.
- 5. <u>Warranties</u>. Assignor represents and warrants that: (i) it is a corporation duly organized and existing under laws of the State of Delaware and has full power and authority to enter into this Agreement and perform its obligations hereunder; (ii) immediately prior to the execution of this Assignment, Assignor owned all right, title and interest in and to the Patents; and (iii) Assignor has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Section 1 above.
- 6. <u>Patent Issuance</u>. Assignor hereby authorizes and requests any official whose duty it is to issue patents to issue each and every letters patent comprising part of the Patents, as defined herein, in any and all countries, to the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment and the Asset Purchase Agreement.
- 7. <u>Entire Agreement</u>. This Assignment constitutes the entire agreement of the parties with respect to the subject matter hereof, and to the extent that this Assignment is inconsistent with any prior agreement(s) between the Parties, the terms of this Assignment are to control.
- 8. <u>Amendment.</u> This Assignment shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of Assignor and Assignee by their respective duly authorized representatives.
- 9. <u>No Waiver</u>. No waiver of any breach of any provision of this Assignment shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 10. <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of the parties and their respective successors and assigns and shall be binding upon the parties and their respective successors and assigns.
- 11. <u>Headings</u>. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

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IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by Assignor as of the date first set forth above.

For: ASSIGNOR & PEG, INC.)

Name: John G. Erkert

Title: Chief Financial Officer

For: ASSIGNEE (RAPID GRANULATOR, INC.)

Name: John G. Erkert

Title: Chief Financial Officer

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# SCHEDULE A

No.	Title	Inventor	Country/ Application No./ Patent No.	Appl. File Date/ Patent Issue Date
1.	Rotary Grinder	George R.	USA/	08/16/1999/
	with Improved	Sotsky;	09/375,978/	10/23/2001
	Ram and Screen	Kenneth W. King,	6,305,623	
2.	Rotor and	George R.	USA/	09/30/2002/
	Counter Knife for a Rotary Grinder	Sotsky,	10/261,024/ 7,434,756	10/14/2008
3.	Modular Rotary	George R.	USA/	03/13/2007/
	Grinder	Sotsky,	11/685,562/ 7,578,463	08/25/2009
4.	Bolt-In	William W.	USA/	06/19/2009/
	Toolholder for a	Cox; George	12/488,166/	06/14/2011
	Rotor Assembly	R. Sotsky,	7,959,099	
5.	Rotary Grinder	George R.	USA/	06/06/2003/
	Control System	Sotsky,	10/456,122/	01/29/2013
	and Method	Louisville, KY	8,360,349	
6.	Cutting Tool	George R.	USA/	01/26/2012/
	_	Sotsky,	29/411,803/	2/12/2013
		William W. Cox,	D676,072	
7.	Cutting Tool	George R.	USA/	01/26/2012/
	_	Sotsky,	29/411,802/	2/12/2013
		William W. Cox,	D676,071	
8.	Cutting Tool	George R.	USA/	06/13/2011/
	C	Sotsky,	29/394,063/	03/13/2012
		William W. Cox,	D655,731	
9.	Cutting Tool	George R.	USA/	06/13/2011/
- 1		Sotsky,	29/394,066/	9/4/2012
		William W.	D666,640	71 11 HV 14
		Cox,		
10.	Modular Rotary	George R.	PCT/US2008/003285/	03/13/2008/
- 1	Grinder	Sotsky,	NA	NA
11.	Modular Rotary	George R.	EP 08726758.9	03/13/2008/
	Grinder	Sotsky		NA

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