### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
David White	08/08/2013

### **RECEIVING PARTY DATA**

Name:	American Piledriving Equipment, Inc.	
Street Address:	7032 South 196th Street	
City:	Kent	
State/Country:	WASHINGTON	
Postal Code:	98032	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13794615

## **CORRESPONDENCE DATA**

Fax Number: 3606470412

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

Phone: 3606470400

Email: kw@schachtlaw.com Correspondent Name: Michael R. Schacht

Address Line 1: 2801 Meridian St Suite 202

Address Line 4: Bellingham, WASHINGTON 98225

ATTORNEY DOCKET NUMBER:	P217371
NAME OF SUBMITTER:	Michael R. Schacht
Signature:	/michael r schacht/
Date:	09/27/2013

Total Attachments: 1

source=P217371\_Assignment-2#page1.tif

**PATENT** REEL: 031295 FRAME: 0479

#### ASSIGNMENT

WHEREAS I, DAVID WHITE (hereinafter referred to as "ASSIGNOR"), have made a new and useful invention relating to CONCRETE SHEET PILE CLAMP, for which invention ASSIGNOR executed an application for Letters Patent of the United States, which application has been identified as Serial No. 13/794,615 filed in the United States Patent and Trademark Office on March 11, 2013;

WHEREAS, AMERICAN PILEDRIVING EQUIPMENT, INC. (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 7032 South 196<sup>th</sup> Street, Kent, Washington 98032, Is desirous of acquiring the entire right, title and Interest in and to said invention and any improvements thereon, and any and all continuation, continuation-in-part, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said provisional application, said application for Letters Patent of the United States and any and all continuation, continuation-in-part, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application and any improvements thereon, or on any continuation, divisional, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, applications and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNOR also agrees that this Assignment includes ASSIGNOR's Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNOR further agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNOR further agrees that he will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said applications or any continuation, continuation-in-part, divisional, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNOR will testify as to the same in any interference, opposition 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 and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Kent, Washington, this  $\mathcal{S}^{\hat{\mathbb{Q}}}$ 

day of

, 2013.

DAVID WHIT

PATENT REEL: 031295 FRAME: 0480

RECORDED: 09/27/2013