# 502625771 01/08/2014

#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2672380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
PATRICK J ILFREY	01/08/2014

# **RECEIVING PARTY DATA**

Name:	CITADEL RESTORATION AND REPAIR INC.
Street Address:	2271 2ND ST N
City:	NORTH ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55109

# PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	8381903
Patent Number:	8313809
Application Number:	12657773
Application Number:	13199881
Application Number:	13385080
Application Number:	13694326
Application Number:	13694604
Application Number:	13815283
Application Number:	13987061
Application Number:	13987062

#### **CORRESPONDENCE DATA**

Fax Number: (651)344-4312 Phone: 651-402-8186

Email: patrick@citadelfloors.com

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

**PATENT** 

502625771 REEL: 031918 FRAME: 0155

	LFREY EBRIDGE AVE A, WISCONSIN 54650
NAME OF SUBMITTER:	PATRICK ILFREY
Signature:	/pi/
Date:	01/08/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 5 source=Assigment Final#page1.tif source=Assigment Final#page2.tif source=Assigment Final#page3.tif source=Assigment Final#page4.tif source=Assigment Final#page5.tif	

PATENT REEL: 031918 FRAME: 0156

# PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT is made this 8th day of January, 2014, by and between Patrick Ilfrey(the "Assignor"), having its primary place of business at 650 Stonebridge Ave, Onlaska WI 54650, and Citadel Restoration and Repair, Inc. (the "Assignee") having its primary place of business at 2271 2<sup>nd</sup> Street N, North St. Paul, MN 55109(collectively the "Parties").

WHEREAS, Licensor is has invented See. Exhibit 1 (the "Invention"), and has been granted United States Letters Patent for said invention, Patent No. see Exhibit 1 (the "Patent"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number See Exhibit 1 (the "Patent Application").

WHEREAS, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

- 1. Assignment. Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
- 2. Payment. In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$1.00, payable upon execution of this Agreement.
- 3. Assignor's Representations and Warranties. Assignor hereby represents and warrants
  i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
  - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
  - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
- 4. Patent Status. Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

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- 5. Further Actions. Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
- 6. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Minnesota, without regard to conflicts of law principles.
- 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- 8. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 9. Notice. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:	650 Stonebridge Ave, Onalaska WI 54650_
If to Assignee:	2271 2 <sup>nd</sup> St N, North St. Paul, MN 55109

- 10. *Headings*. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- 11. Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR	ASSIGNEE
Signature Patrick Ilfrey Print Name	Signature Patrick Ilfrey As CEO Citadel Restoration and Repair, Inc. Print Name
State of Minnesota ) County of Ramsoy )ss	ć.
I, the undersigned, a Notary Public in and for sa CERTIFY THAT personally known to me to be the same personal instrument, appeared before me this day in personal signed, sealed and delivered the said instrument uses and purposes therein set forth.	n whose name is subscribed to the foregoing
Given under my hand and notarial seal, this  Signature of Notary Public  (Seal) 4	day of
Printed Name of Notary  My commission expires on /5/	, 20/4.

# Exhibit 1

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PATENT REEL: 031918 FRAME: 0160

 $[E_X h, b; t]$  2. Synopsis of cases, as of December 31, 2013

RECORDED: 01/08/2014

Ref.	Serial	Date filed	Subject Matter / Title	INVENTOR	TYPE	NPR	Status	SO	IDS Priority AIA	AIA
1	12/657,773	01/22/10	Coatings Containing Grouts	Ilfrey		z	OA 02/06/14		попе	
7	13/166'881	11/71/60	Substrate Coloration Methods	Ilfrey		×	OA 03/11/14	z	61/403,155	
3	13/385,080	21/18/1	Re-sealable pouches case	Ilfrey		z	OA 032714	X	61/462,365	
4	13/694,326	21/61/11	Con of patented same-day coatings	Ilfrey		z	No OA yet	<b>&gt;</b>	12/001,372	
5	13/694,604	12/15/12	Extenders	Ilfrey		Y	No OA yet		61/630,623	
9	13/815,283	61/51/20	Con of one-day coatings and burst	Ilfrey		z	No OA yet	<b>&gt;</b>	13/136,533	
			pouches						12/592,997	
									13/385,080	
		_							61/462,365	
7	13/987,061	07/01/13	Asphalt Scalants and Methods	Ufrey		¥	OA 03/12/14	z	196,069/19	ON ON
80	13/987,062	61/10/20	Powdered Coatings Compositions	Ilfrey		Y	No OA yet	z	61/741,050	YES

Issued patents

8,381,903

PATENT REEL: 031918 FRAME: 0161