

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2838010

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LXW LIQUIDATION CORPORATION	06/28/2013
RECEIVING PARTY DATA	
Name:	GRAHAM ENGINEERING CORPORATION
Street Address:	1420 SIXTH AVENUE
City:	YORK
State/Country:	PENNSYLVANIA
Postal Code:	17403
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5466403
Patent Number:	6406285
Patent Number:	6375452
Patent Number:	6575726
Patent Number:	6863517
Patent Number:	7172720
CORRESPONDENCE DATA	
Fax Number:	(717)237-5300
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	717-237-5455
Email:	ksmith@mwn.com
Correspondent Name:	KERRI J. SMITH, PARALEGAL
Address Line 1:	100 PINE STREET
Address Line 2:	P.O. BOX 1166
Address Line 4:	HARRISBURG, PENNSYLVANIA 17108-1166
ATTORNEY DOCKET NUMBER:	28312-0024
NAME OF SUBMITTER:	KERRI J. SMITH
SIGNATURE:	/Kerri J. Smith/
DATE SIGNED:	05/01/2014
Total Attachments: 5	

PATENT

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of June 28, 2013, (the "Effective Date") is made by and between LXW Liquidation Corporation (formerly known as Welex Incorporated), a Pennsylvania corporation, with an address of 1600 Union Meeting Road, Blue Bell, Pennsylvania 19722 ("Assignor") and Graham Engineering Corporation, a Pennsylvania corporation, with an address of 1420 Sixth Avenue, York, Pennsylvania 17403 ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title, and interest in and to the patent and any patent application and intellectual property rights, including the right of priority listed in Schedule A, attached hereto and made a part hereof, and to any continuations, continuations in part, divisions, reissues, reexaminations and extensions thereof anywhere in the world (collectively, the "Patents");

WHEREAS, Assignee desires to acquire the Patents of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment and the Asset Purchase Agreement entered to between the parties having an effective date of June 28, 2013;

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Patent; and

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest in and to the Patents, together with: (i) the inventions disclosed therein; and (ii) any and all rights of enforcement with respect thereto, including all rights to bring suit together with all claims for damages by reason of past infringement of said patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.
2. Assignor shall, without further consideration, cause to be performed such other lawful acts and cause to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment, and shall permit Assignee to be duly recorded as the owner of the Patents and all other rights hereby conveyed.
3. Assignor further authorizes any official of any country whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to record all patents transferred hereunder and title thereto, as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this Patent Assignment, and to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
3. Subject to the terms hereof, Assignee accepts such assignment of the Patents and all other rights hereby conveyed.

2046316 v. 1

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the Effective Date.

ASSIGNOR:

LXW Liquidation Corporation
(formerly known as Welex Incorporated)

Signed: David E. Beavers

Name: DAVID E. BEAVERS

Title: President

Date: 19 March 2014

ASSIGNEE:

Graham Engineering Corporation

Signed: Paul L. Rudy, III

Name: Paul L. Rudy, III

Title: Vice President

Date: March 26, 2014

2046316 v. 1

SCHEDULE A

Patent No.	Title	Filing Date	Issue Date
5,466,403	APPARATUS AND METHOD FOR EXTRUDING AND COOLING A POLYMERIC SHEET	5/31/1994	4/14/1995
6,406,285	APPARATUS FOR MEASURING AND OF CONTROLLING THE GAP BETWEEN POLYMER SHEET COOLING ROLLS	10/21/1999	6/18/2002
6,375,452	SHEET PROCESSING SYSTEM	4/25/2000	4/23/2002
6,575,726	APPARATUS FOR COOLING AN EXTRUDED PLASTIC SHEET	9/6/2000	6/10/2003
6,863,517	APPARATUS AND METHOD FOR MEASURING AND OF CONTROLLING THE GAP BETWEEN POLYMER SHEET COOLING ROLLS	2/6/2002	3/8/2005
7,172,720	APPARATUS AND METHOD FOR MEASURING AND OF CONTROLLING THE GAP BETWEEN POLYMER SHEET COOLING ROLLS	1/24/2005	2/6/2007

2046316 v. 1

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

Entity Number

383499

☒ Business Corporation (§ 1915)
☐ Nonprofit Corporation (§ 5915)

Name

David E. Beavers, Esquire
Stradley, Ronon, Stevens & Young, LLP

Address

2600 One Commerce Square

City

Philadelphia

State

PA

Zip Code

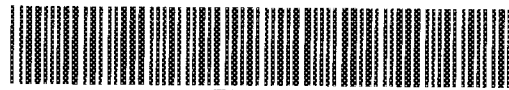
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Fee: \$70

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 3 Page(s)



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In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:

Welex Incorporated

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider

c/o: CT Corporation System

County

Philadelphia

3. The statute by or under which it was incorporated:

Pennsylvania Business Corporation Law of 1933, as amended

4. The date of its incorporation: May 2, 1966

5. Check, and if appropriate complete, one of the following:

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment shall be effective on: _____ at _____
Date Hour

6. Check one of the following:

- ☐ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- ☒ The amendment was adopted by the board of directors pursuant to 15 Pa.C.S. § 1914(c)(2)(i).

7. Check, and if appropriate complete, one of the following:

- ☒ The amendment adopted by the corporation, set forth in full, is as follows:

"RESOLVED, that paragraph 1 of the Articles of Incorporation of the Company be amended to read in its entirety as follows:

1. The name of the corporation is: LXW Liquidation Corporation."

- ☐ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

- ☐ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

28th day of June, 2013

WELEX INCORPORATED

Name of Corporation



Signature

Kevin J. McLaughlin, Vice President

Title