

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3001702

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES SOUZA	08/25/2014
RECEIVING PARTY DATA	
Name:	MILLIKEN INFRASTRUCTURE SOLUTIONS, LLC
Street Address:	920 MILLIKEN ROAD
City:	SPARTANBURG
State/Country:	SOUTH CAROLINA
Postal Code:	29303
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6774066
CORRESPONDENCE DATA	
Fax Number:	(864)503-1999
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	patents@milliken.com
Correspondent Name:	MILLIKEN & COMPANY
Address Line 1:	920 MILLIKEN ROAD
Address Line 2:	(M-495)
Address Line 4:	SPARTANBURG, SOUTH CAROLINA 29303
ATTORNEY DOCKET NUMBER:	RML-INFRASTRUCTURE
NAME OF SUBMITTER:	LINDA P. JEWELL
SIGNATURE:	/Linda P. Jewell/
DATE SIGNED:	08/28/2014
Total Attachments: 4	
source=US 6,774,066 Patent Assignment#page1.tif	
source=US 6,774,066 Patent Assignment#page2.tif	
source=US 6,774,066 Patent Assignment#page3.tif	
source=US 6,774,066 Patent Assignment#page4.tif	

PATENT ASSIGNMENT

This Patent Assignment (this "Patent Assignment") is made and entered into as of August 25, 2014, by and between:

Milliken Infrastructure Solutions, LLC, a Delaware limited liability company ("Assignee")
920 Milliken Road
Spartanburg, South Carolina 29304
Attention: Vice President, Corporate Strategy & Development; and

James Souza, a Texas resident ("Assignor")
1141 Dorothy Street
Houston, Texas 77008

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of August 25, 2014 (the "Purchase Agreement"), pursuant to which Assignee has purchased certain assets of Assignor;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign all of his right, title, and interest in and to U.S. Patent No. 6,774,066 (Souza et al.) to Assignee; and

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.
2. Assignment of Patent. Effective as of the Closing, for the consideration set forth in the Purchase Agreement, Assignor hereby assigns, sells, transfers and sets over to Assignee all of Assignor's right, title, and interest in and to U.S. Patent No. 6,774,066 (Souza et al.), including any and all continuations, continuations-in-part, divisionals, reexaminations, and reissues thereof, any and all rights to file corresponding international and foreign counterpart applications to any of such patents or patent applications, and any claims for infringement of any of the foregoing and the right to recover past damages.
3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to any assigned items and assigned Intellectual Property Assets, are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Further Actions. Seller and Assignor covenants and agrees, at its and his own expense, to execute and deliver, at the request of Buyer, such further instruments of transfer and assignment and to take such other action as Buyer may reasonably request to more effectively consummate the assignments contemplated by this Patent Assignment.
5. Governing Law. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.

6. Modification. This Patent Assignment may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party hereto to be charged with the amendment.

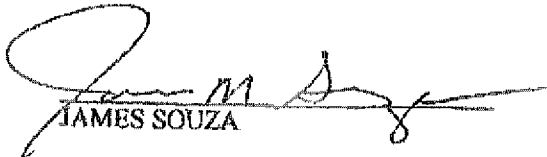
7. Counterparts. This Patent Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart. The exchange of copies of this Patent Assignment and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Patent Assignment as to the parties hereto and may be used in lieu of the original Patent Assignment for all purposes. Signatures of the parties transmitted by facsimile or electronic means shall be deemed to be their original signatures for all purposes.

8. Assignments, Successors And No Third-Party Rights. Assignor shall not assign any of his rights or delegate any of his obligations under this Patent Assignment without the prior written consent of Assignee. This Patent Assignment will apply to, be binding in all respects upon and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto. Nothing expressed or referred to in this Patent Assignment will be construed to give any Person other than the parties to this Patent Assignment any legal or equitable right, remedy or claim under or with respect to this Patent Assignment or any provision of this Patent Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the date first above written.

ASSIGNOR:


JAMES SOUZA

ASSIGNEE:

MILLIKEN INFRASTRUCTURE
SOLUTIONS, LLC

By: _____

Name: E. Simeon Skinner

Title: Vice President

[SIGNATURE PAGE TO THIS PATENT ASSIGNMENT]

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ASSIGNOR:

ASSIGNEE:

MILLIKEN INFRASTRUCTURE
SOLUTIONS, LLC

JAMES SOUZA

By: 

Name: E. Simeon Skinner
Title: Vice President

[SIGNATURE PAGE TO THE PATENT ASSIGNMENT]