503019458 10/15/2014

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------|----------------|
| BILL WITHERSPOON | 07/22/2014 |

RECEIVING PARTY DATA

| Name: | EMSEAL JOINT SYSTEMS LTD. | |
|-----------------|---------------------------|--|
| Street Address: | 25 BRIDLE LANE | |
| City: | WESTBOROUGH | |
| State/Country: | MASSACHUSETTS | |
| Postal Code: | 01581 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 14278210 |

CORRESPONDENCE DATA

Fax Number: (860)632-8269

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.

Phone: 860-632-7200 Email: melnik@mkgip.com

Correspondent Name: CHRISTINE W. BENINATI

Address Line 1: MKG, LLC

Address Line 2: 306 INDUSTRIAL PARK ROAD, SUITE 206
Address Line 4: MIDDLETOWN, CONNECTICUT 06457

| ATTORNEY DOCKET NUMBER: | 1269-0001-1CON-1 |
|-------------------------|-------------------------|
| NAME OF SUBMITTER: | CHRISTINE W. BENINATI |
| SIGNATURE: | /Christine W. Beninati/ |
| DATE SIGNED: | 10/15/2014 |

Total Attachments: 2

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PATENT 503019458 REEL: 033953 FRAME: 0803

Docket Number: <u>1269-0001-1CON-1</u>

ASSIGNMENT

WHEREAS, I, as below named inventor, residing at the address stated below my name, is the inventor of certain new and useful improvements in FIRE AND WATER RESISTANT EXPANSION JOINT SYSTEM, for which a non-provisional application was filed in the U.S. Patent and Trademark Office on May 15, 2014 and has been assigned Application Serial No. 14/278,210, which is a continuation application of Serial No. 13/721,855, filed on December 20, 2012 and assigned to Emseal Joint Systems Ltd., which is a continuation application of Application Serial No. 12/622,574, filed on November 20, 2009 (now U.S. Patent No. 8,365,495, issued on February 5, 2013) which claims benefit of U.S. Provisional Application Serial No. 61/116,453, filed on November 20, 2008.

WHEREAS, Emseal Joint Systems Ltd. (herein referenced as ASSIGNEE), a Delaware corporation, registered in Massachusetts, having a place of business at 25 Bridle Lane. Westborough, MA 01581, is desirous of confirming its ownership of all rights, title and interest in, to and under said inventions, said applications disclosing the inventions and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as sole inventor as indicated below have sold, assigned, transferred and set over, and by these presents do hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full, exclusive and entire right, title and interest in the said inventions, said applications, and any divisions, continuations and reissues thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the right to sue and collect damages for past infringement, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and I hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEE, as the assignee of the whole right, title and interest thereto;

AND I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

Docket Number: 1269-0001-1CON-1

AND I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reexaminations, reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense;

AND I further agree that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any reexamination, interference or litigation related thereto;

AND I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

Bill Witherspoon 44 Tovell Drive

Guelph, Ontario N1K 1Z9

Canada

2 of 2

Belly 22/2014