503319524 05/22/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3366143

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SAMUEL A. STOLTZFUS	10/30/2014
STEPHEN F. BEILER	10/30/2014
CONRAD F. FENDLER	10/30/2014

RECEIVING PARTY DATA

Name:	AERO DEVELOPMENT CORP.		
Street Address:	2711 CENTERVILLE ROAD		
Internal Address:	SUITE 400		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14720081

CORRESPONDENCE DATA

Fax Number: (610)889-3696

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: 610-889-3699

Email: berwynipdocket@barley.com

Correspondent Name: BARLEY SNYDER

Address Line 1: 101 LINDENWOOD DRIVE

Address Line 2: SUITE 100

Address Line 4: MALVERN, PENNSYLVANIA 19355

ATTORNEY DOCKET NUMBER:	53540-904	
NAME OF SUBMITTER:	SALVATORE ANASTASI	
SIGNATURE:	/Salvatore Anastasi/	
DATE SIGNED:	05/22/2015	

Total Attachments: 2

source=Assignment#page1.tif source=Assignment#page2.tif

PATENT 503319524 REEL: 035700 FRAME: 0866

ASSIGNMENT

I/We, Samuel A. Stoltzfus, Stephen F. Beiler, and Conrad F. Fendler

who reside at 5541 Old Philadelphia Pike, Gap, PA 17527, 336 Stoney Hill Road, Quarryville, PA 17566-9361, 213 Oneida Lane, Malvern, PA 19355

have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled:

AEROPONIC GROWING TOWER AND SYSTEM

U.S. Application No.: 62/002,149, filed on May 22, 2014, which application was executed by the inventor on the date of execution of this assignment, and is identified by Barley Snyder File Number 53540-901,

and Aero Development Corp.

whose address is 2711 Centerville Road, Suite 400, Wilmington, DE 19808

and which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited, and of confirming the same or any part thereof heretofore acquired by Assignee.

Now, therefore, for valuable consideration furnished by Assignee to me/us, receipt and sufficiency of which I/we hereby acknowledge, I/we hereby, without reservation:

- 1. Assign and convey to and confirm in Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
- 2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in my/our name(s) or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
- 3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters

- Page 1 -

Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

- 4. Warrant that I/we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that I/we have good right to assign the same to Assignee without encumbrance;
- 5. Bind my/our heirs and legal representatives, as well as myself/ourselves, to do, upon Assignee's request and at its expense, but without additional consideration to me/us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me/us or my/our heirs or representatives if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me/us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in my/our control or in the control of my/our heirs or legal representatives and which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

The effective date of this instrument is May 22, 2014. In testimony whereof we have affixed our signature(s).

Mani L. Buile. (Witness)	10/30/14 (Date)	Samuel Stoltzfus	10/30/14 (Date)
(Witness)	(Date)		
Naon R. Bile (Witness)	10/30/14 (Date)	Stephen F. Beiler	/o/30/14 (Date)
(Witness)	(Date)	all 11	intentio
Mani & Bile (Witness)	10/35/19 (Date) /	Conrad F. Fendler	/0/30/14 (Date)
(Witness)	(Date)	**	