

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LESTER HENSLEY	02/02/2016
BILL WITHERSPOON	02/02/2016
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<b>Name:</b>	EMSEAL JOINT SYSTEMS, LTD.
<b>Street Address:</b>	25 BRIDLE LANE
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<b>Postal Code:</b>	01581
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14950930
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<b>ATTORNEY DOCKET NUMBER:</b>	1269-0002-1CIP2
<b>NAME OF SUBMITTER:</b>	CHRISTINE WILKES BENINATI
<b>SIGNATURE:</b>	/Christine Wilkes Beninati/
<b>DATE SIGNED:</b>	02/08/2016
<b>Total Attachments: 2</b>	
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**ASSIGNMENT**

WHEREAS, we, as below named inventors, residing at the addresses stated below our names, are joint inventors of certain new and useful improvements in **PRECOMPRESSED FOAM EXPANSION JOINT SYSTEM TRANSITION**, for which a non-provisional application was filed in the U.S. Patent and Trademark Office on November 24, 2015 and has been assigned Application No. 14/950,930, which is a Continuation-in-Part Application of US Application No. 12/635,062, filed on December 10, 2009 (US Patent 9,200,437), which claims benefit to US Provisional Application No. 61/121,590, filed on December 11, 2008.

WHEREAS, we possess the entire right, title and interest in the foregoing invention, free from all encumbrances, and has full right to convey his part of all of his interest, and

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 acquiring 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;


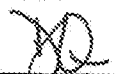
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we, as joint inventors as indicated below do hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and 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 us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and we 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;

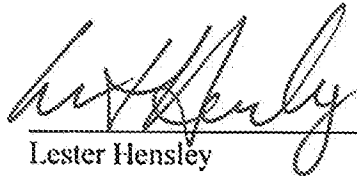
AND we further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time-to-time present to us and without further remuneration, in order to perfect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

AND we 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 we 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 us and will testify as to the same in any reexamination, interference or litigation related thereto;


AND we 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.

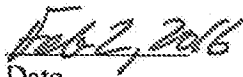
  
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Witness  
  
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Lester Hensley  
39 Arch Street  
Westborough, MA 01581

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Date

  
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Witness  
  
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Witness

  
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Bill Witherspoon  
44 Tovell Drive  
Guelph Ontario, Canada  
N1K 1Z9

  
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Date