

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4073499

|   |                                  |
|---|----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                   |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                       |
| <b>CONVEYING PARTY DATA</b>   |                                  |
| <b>Name</b>   | <b>Execution Date</b>            |
| A.L.M. HOLDING COMPANY  | 09/27/2016                       |
| <b>RECEIVING PARTY DATA</b>   |                                  |
| <b>Name:</b>  | A.L.M. HOLDING COMPANY           |
| <b>Street Address:</b>  | 920 10TH AVENUE NORTH            |
| <b>City:</b>  | ONALASKA                         |
| <b>State/Country:</b>   | WISCONSIN                        |
| <b>Postal Code:</b>   | 54650                            |
| <b>Name:</b>  | ERGON ASPHALT & EMULSIONS, INC.  |
| <b>Street Address:</b>  | 2029 LAKELAND DRIVE              |
| <b>City:</b>  | JACKSON                          |
| <b>State/Country:</b>   | MISSISSIPPI                      |
| <b>Postal Code:</b>   | 39216                            |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                  |
| <b>Property Type</b>  | <b>Number</b>                    |
| Application Number:   | 14026625                         |
| Application Number:   | 13121817                         |
| Application Number:   | 14671023                         |
| <b>CORRESPONDENCE DATA</b>  |                                  |
| <b>Fax Number:</b>  | (651)351-2954                    |
| <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> |                                  |
| <b>Phone:</b>   | 651/275-2900                     |
| <b>Email:</b>   | blindblom@kaganbinder.com        |
| <b>Correspondent Name:</b>  | KAGAN BINDER, PLLC               |
| <b>Address Line 1:</b>  | SUITE 200, MAPLE ISLAND BUILDING |
| <b>Address Line 2:</b>  | 221 MAIN STREET NORTH            |
| <b>Address Line 4:</b>  | STILLWATER, MINNESOTA 55082      |
| <b>NAME OF SUBMITTER:</b>   | BETH M. LINDBLOM                 |
| <b>SIGNATURE:</b>   | /Beth M. Lindblom/               |

|   |            |
|---|------------|
| <b>DATE SIGNED:</b>   | 09/28/2016 |
| <b>Total Attachments: 4</b><br>source=Assignment#page1.tif<br>source=Assignment#page2.tif<br>source=Assignment#page3.tif<br>source=Assignment#page4.tif |            |

# ASSIGNMENT OF RIGHTS IN PATENTS AND PATENT APPLICATIONS

WHEREAS, A.L.M. Holding Company ("ALM"), a corporation whose address is 920 10<sup>th</sup> Avenue North, Onalaska, WI 54650, is the recorded assignee of the below-identified patent applications and patents ("Patent Rights"), the assignment from the named inventors (one or more of Gerald H. Reinke, Gaylon L. Baumgardner) having been recorded with the U.S. Patent and Trademark Office.

| Patent Rights |                  |                    |   |
|---------------|------------------|--------------------|---|
| Country       | Appln No.        | Filing Date        | Publication or Patent No. (as of this date) |
| PCT           | PCTUS2009/59282  | October 1, 2009    | WO2010039998                                |
| US            | 13/121,817       | October 1, 2009    | 8,536,255                                   |
| US2           | 14/026,625       | September 13, 2013 | 8,993,657                                   |
| US3           | 14/671,023       | March 27, 2015     | 2015/0259533                                |
| AU            | 2009298368       | October 1, 2009    | 2009298368                                  |
| BR            | PI09207457       | October 1, 2009    | -   |
| CA            | 2739277          | October 1, 2009    | 2739277                                     |
| CN            | 200980144565.4   | October 1, 2009    | CN102209755A                                |
| CO            | 11.047.525       | October 1, 2009    | 3810  |
| EG            | 499/2011         | October 1, 2009    | -   |
| EP            | 09793257.8       | October 1, 2009    | 2346945                                     |
| ID            | W-00201101172    | October 1, 2009    | -   |
| IN            | 2219/CHENP/2011  | October 1, 2009    | 2219/CHENP/2011A                            |
| JP            | 2011-530252      | October 1, 2009    | 5701763                                     |
| MX            | MX/a/2011/003487 | October 1, 2009    | 327086                                      |
| MX2           | MX/a/2015/00764  | October 1, 2009    | -   |
| NZ            | 592152           | October 1, 2009    | 592152                                      |
| ZA            | 2011/02528       | October 1, 2009    | 2011/02528                                  |

WHEREAS, Ergon Asphalt & Emulsions, Inc. ("ERGON"), a corporation whose address is 2029 Lakeland Drive, Jackson, MS 39216, desired to acquire an undivided half interest in the legal, equitable and beneficial rights in and to the above-identified Patent Rights, including in and to any and all patents issued or issuing therefrom; in, to and under any and all foreign or domestic patents and patent applications that are or shall be counterparts, continuations, continuations-in-part, divisionals, reexaminations, reissues, and/or extensions thereof; and in and to all rights of priority under the Paris Convention for Protection of Industrial Property arising from any of the Patent Rights.

NOW, THEREFORE, ALM and ERGON agree as follows:

For good and valuable consideration and in accordance with a Joint Development Agreement between ALM and Ergon dated January 1, 2007, the receipt of which is hereby acknowledged, ALM has sold, assigned, and transferred to ERGON, its successors, assigns, and

legal representatives, with an effective date of January 1, 2007, an undivided half interest in the legal, equitable and beneficial rights in and to the above-identified Patent Rights, including in and to any and all patents issued or issuing therefrom; in, to and under any and all foreign or domestic patents and patent applications that are or shall be counterparts, continuations, continuations-in-part, divisionals, reexaminations, reissues, and/or extensions thereof; and in and to all rights of priority under the Paris Convention for Protection of Industrial Property arising from any of the Patent Rights; and

That, as of January 1, 2007, ALM and ERGON became joint owners of the Patent Rights.

IN WITNESS WHEREOF, this Assignment is executed by the undersigned on the dates below:

AGREED BY:

A.L.M. Holding Company

By: *Justin H. Silcox*

Name: Justin H. Silcox

Title: VP/Chief Legal Officer

AGREED BY:

Ergon Asphalt & Emulsions, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

State of Wisconsin

County of La Crosse

On 9/27, 2016 before me,  
a Notary Public, personally  
appeared Justin H. Silcox  
who proved to me on the basis of satisfactory evidence to be  
the person whose name is subscribed to the within instrument  
and acknowledged to me that he/she executed the same in  
his/her authorized capacity, and that by his/her signature on  
the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

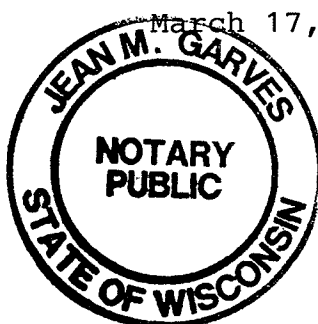
I certify under PENALTY OF PERJURY under the laws of  
the State of Wisconsin that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jean M. Garves*  
Signature of Notary Public

My Commission Expires:  
March 17, 2019

(Seal)



#108942

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 2016 before me,  
\_\_\_\_\_, personally  
appeared \_\_\_\_\_  
who proved to me on the basis of satisfactory evidence to be  
the person whose name is subscribed to the within instrument  
and acknowledged to me that he/she executed the same in  
his/her authorized capacity, and that by his/her signature on  
the instrument the person, or the entity upon behalf of which  
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I certify under PENALTY OF PERJURY under the laws of the  
State of \_\_\_\_\_ that the foregoing paragraph is  
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Signature \_\_\_\_\_  
Signature of Notary Public

(Seal)

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AGREED BY:

A.L.M. Holding Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED BY:

Ergon Asphalt & Emulsions, Inc.

By: \_\_\_\_\_

Name: J. Baxter Burns, II

Title: President

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 2016 before me,

\_\_\_\_\_ personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

(Seal)

State of Mississippi

County of Rankin

On 8/30, 2016 before me,

\_\_\_\_\_ personally appeared J. Kevin Watson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Mississippi that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

(Seal)

