

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4077427

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OLDENBURG GROUP INCORPORATED	09/30/2016
RECEIVING PARTY DATA	
Name:	LAKE SHORE SYSTEMS, INC.
Street Address:	3600 LAKE SHORE LANE, HWY 8 WEST
City:	RHINELANDER
State/Country:	WISCONSIN
Postal Code:	54501
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7303238
Patent Number:	6598309
Patent Number:	6447210
Patent Number:	6413019
Patent Number:	5937952
Patent Number:	9170081
Patent Number:	6698529
Application Number:	13216390
CORRESPONDENCE DATA	
Fax Number:	(215)832-5763
<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>	
Phone:	215-569-5763
Email:	sbockert@blankrome.com
Correspondent Name:	SHAUN J. BOCKERT
Address Line 1:	ONE LOGAN SQUARE
Address Line 2:	8TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	810503-00117
NAME OF SUBMITTER:	SHAUN J. BOCKERT
SIGNATURE:	/Shaun J. Bockert/

PATENT

DATE SIGNED:	09/30/2016
Total Attachments: 7 source=Lake Shore Systems, Inc. Patent Assignment Agreement#page1.tif source=Lake Shore Systems, Inc. Patent Assignment Agreement#page2.tif source=Lake Shore Systems, Inc. Patent Assignment Agreement#page3.tif source=Lake Shore Systems, Inc. Patent Assignment Agreement#page4.tif source=Lake Shore Systems, Inc. Patent Assignment Agreement#page5.tif source=Lake Shore Systems, Inc. Patent Assignment Agreement#page6.tif source=Lake Shore Systems, Inc. Patent Assignment Agreement#page7.tif	

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of September 30, 2016 by and among OLDENBURG GROUP INCORPORATED, a Wisconsin corporation (the “**Seller**”), and LAKE SHORE SYSTEMS, INC., a Delaware corporation (the “**Purchaser**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as August 23, 2016 (the “**Purchase Agreement**”), by and among Purchaser and Seller, Seller has agreed to sell to Purchaser and Purchaser has agreed to purchase from Seller various assets, including without limitation, the patents and patent applications set forth on Exhibit 1 hereto, including all provisionals, non-provisionals, continuations, continuations-in-part, divisionals, substitutions, reissues, invention disclosures, reexaminations and any extensions and supplementary protection certificates associated therewith (the “**Patents**”); and

WHEREAS, Seller owns the entire right, title and interest in and to the Patents, and Purchaser desires to acquire Seller’s entire right, title and interest in and to such Patents; and

WHEREAS, the parties wish to execute this Assignment for purposes of evidencing the transfer of the Patents and to allow Purchaser to file this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Patents from Seller to Purchaser; and

WHEREAS, Seller hereby acknowledges and agrees that from and after the date hereof, Purchaser shall be the exclusive owner of all of Seller’s right, title and interest in and to the Patents.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Purchaser all of Seller’s right, title and interest in and to the Patents, and the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Purchaser for Purchaser’s own use and enjoyment, and for the use and enjoyment of Purchaser’s successors and assigns and other legal representatives, together with all rights to income, royalties and license fees deriving from the Patents, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Patents and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Purchaser and Purchaser’s successors, assigns and other legal representatives.

2. Assistance. Subject to Section 3, Seller and Purchaser shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein. Furthermore, Seller hereby covenants and agrees to and with Purchaser, its successors, legal representatives and assigns, that Seller will execute such papers and documents,

take such lawful oaths and do such acts as may be reasonably required for the procurement, maintenance, enforcement and defense of any of the Patents, without charge to Purchaser, its successors, legal representatives and assigns, whenever counsel of Purchaser, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with the Patents in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for the Patents, or any reissue, reexamination or extension of any of the Patents, to be obtained thereon, is lawful and desirable. The Seller hereby (a) requests the Commissioner for Patents and Trademarks to issue said letters patent of the United States to Purchaser, as Purchaser of said inventions and the letters patent to be issued thereon, for the sole use and benefit of Purchaser, its successors, legal representatives and assigns and (b) grant any officer or director of Purchaser the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

3. Relation to Purchase Agreement. This Assignment is intended only to effect the transfer of the Patents, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Purchase Agreement. 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. General.

4.1 Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Seller and Purchaser on behalf of Seller and Purchaser.

4.2 Entire Agreement; No Third-Party Beneficiaries. This Assignment, including the Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the parties hereof, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the parties, in respect to the subject matter contained herein. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control. This Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

4.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Seller without the prior written consent of Purchaser, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Purchaser without the written consent of Seller.

4.4 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction

4.5 Defined Terms. All capitalized terms not defined herein shall have the meaning assigned to them in the Purchase Agreement.

4.6 Counterparts. This Assignment may be executed in facsimile or other electronic means and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed,
as of the date first written above.

SELLER:

OLDENBURG GROUP INCORPORATED

By: Wagone C. Oldenburg
Name: Wagone C. Oldenburg
Title: CEO

PURCHASER:

LAKE SHORE SYSTEMS, INC.

By: _____
Name: _____
Title: _____

[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed,
as of the date first written above.

SELLER:

OLDENBURG GROUP INCORPORATED

By: _____
Name: _____
Title: _____

PURCHASER:

LAKE SHORE SYSTEMS, INC.

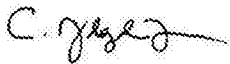
By:  _____
Name: C. Alexander Harman
Title: Assistant Secretary

EXHIBIT 1**U.S. PATENTS**

Patent Name	Owner	Rec. Date (App. Date)	Patent No. (App. No.)
MINE SCALING VEHICLE	OLDENBURG GROUP INCORPORATED	12/04/2007	7303238
BOLT CENTRALIZER	OLDENBURG GROUP INCORPORATED	7/29/2003	6598309
RESIN NOZZLE POSITIONER	OLDENBURG GROUP INCORPORATED	10/10/2002	6447210
TURRET ROCK BOLTER W/ STINGER/CENTRALIZER	OLDENBURG GROUP INCORPORATED	7/2/2002	6413019
FEED SHELL POSITIONING MECHANISM	OLDENBURG GROUP INCORPORATED	8/17/1999	5937952
ALL-ELECTRIC POWERED ANFO VEHICLE	OLDENBURG GROUP INCORPORATED	10/15/2015	9170081
TRANSLATING TURRET ROCK BOLTER	OLDENBURG CANNON, INC.	3/2/2004	6698529
ALL ELECTRIC POWERED MOBILE JUMBO DRILL MACHINE	OLDENBURG GROUP INCORPORATED	8/24/2011	13216390

NON-U.S. PATENTS

Patent Name	Owner	Reg. Date (App. Date)	Patent No. (App. No.)	Country
ALL-ELECTRIC POWERED ANFO VEHICLE	OLDENBURG GROUP INCORPORATED	08/22/2014	2865330	Canada
RESIN NOZZLE POSITIONER	OLDENBURG CANNON, INC.	02/08/2005	2371842	Canada
ALL ELECTRIC POWERED MOBILE JUMBO DRILL MACHINE	OLDENBURG GROUP INCORPORATED	02/03/2014	2844104	Canada
ALL ELECTRIC POWERED MOBILE JUMBO DRILL MACHINE	OLDENBURG GROUP INCORPORATED	02/14/2014	MX/a/2014/001875	Mexico

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RECORDED: 09/30/2016

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REEL: 039906 FRAME: 0334