

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4567758

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GEORGE S. BAGGS	08/25/2017
AARON W. GOLDING JR.	08/25/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BUILDTECH SOLUTIONS LLC
<b>Street Address:</b>	5999 SOUTH PARK AVE.
<b>Internal Address:</b>	PMB 267
<b>City:</b>	HAMBURG
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14075
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62148312
<b>Application Number:</b>	14958124
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)328-2219
<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>	303-880-0884
<b>Email:</b>	Terry.Wyles@startuipiaw.com
<b>Correspondent Name:</b>	TERRENCE M. WYLES, ESQ.
<b>Address Line 1:</b>	STARTUP IP LAW, LLC
<b>Address Line 2:</b>	2404 S. OAKLAND CIR.
<b>Address Line 4:</b>	AURORA, COLORADO 80014
<b>ATTORNEY DOCKET NUMBER:</b>	GSB-0.K-001
<b>NAME OF SUBMITTER:</b>	TERRENCE M. WYLES, ESQ.
<b>SIGNATURE:</b>	/Terrence M. Wyles/
<b>DATE SIGNED:</b>	08/26/2017
<b>Total Attachments: 3</b>	
source=Patent-Rights-Assignment_20170826_0001#page1.tif	
source=Patent-Rights-Assignment_20170826_0001#page2.tif	



## PATENT-RIGHTS-ASSIGNMENT AGREEMENT

This Patent-Rights-Assignment Agreement ("Agreement") is entered into by and between the following Parties: **GEORGE S. BAGGS**, whose primary residence is at 3078 Cloverbank Rd., Hamburg, New York 14075, and **AARON W. GOLDING, Jr.**, whose primary residence is at 1455 Cardinal Ct., Derby, New York 14047, (hereinafter, Messrs. Baggs and Golding are collectively referred to as "**Inventors**"); and **BUILDTECH SOLUTIONS LLC**, a New York State Limited-Liability Company, whose primary place of business is at 90 State St., Suite 700, Office 40, Albany, New York 12207, (hereinafter referred to as "**Assignee**").

### RECITALS

#### WHEREAS:

The above-captioned **Inventors** are the Inventor of a certain new and useful "Integrated Waterproofing and Drainage System With Leak Detection", which is the subject of two U.S. utility patent applications: U.S. Patent Application No. 62/148,312, filed on April 16, 2015, for "Integrated Waterproofing and Drainage System With Leak Detection" and U.S. Patent Application No. 14/954,124, filed on December 3, 2015, for "Integrated Waterproofing and Drainage System With Leak Detection". Henceforth, the aforementioned patents are hereafter referred to as "the present invention".

The **Assignee** desires to obtain full title to all intellectual-property rights associated with the aforementioned present invention.

**NOW, THEREFORE**, the above-captioned Parties, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, agree as follows:

1. In exchange for ONE US DOLLAR (\$1) and other good and valuable consideration from the **Assignee**, the receipt and sufficiency of which is hereby acknowledged by the **Inventors**, the **Inventors** have sold, assigned, and transferred, and by these presents do hereby sell, assign, and transfer unto the **Assignee**, its successors, and its assigns, the entirety of the **Inventors'** right, title, and interest in and to the present invention, including all related divisions, continuations, continuations-in-part, reissues, or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, including all reissues or extensions of such patents and including 100% of the **Inventors'** rights under the International Convention (collectively "the Patent Rights"), and the **Inventors** do hereby authorize and request the Commissioner of Patents to issue said Letters Patent(s) to include the **Assignee** in accordance herewith.
2. The **Inventors** represent and warrant that the **Inventors** have the right and authority to execute this Assignment and have the right to convey all of the **Inventors'** right, title, and interest in the present invention, and that the **Inventors** have not conveyed, nor will convey hereafter, all or part of the right, title, and interest in the present invention to a third party; and the **Inventors** do hereby covenant and agree with the **Assignee**, its successors, and its assigns, that the **Inventors** shall not execute in writing or do any act whatsoever conflicting with these presents, and that the **Inventors**, or the **Inventors'** executors or administrators,

shall at any time upon request, without further or additional consideration, but at the expense of the **Assignee**, its successors, and its assigns, execute such additional writings and do such additional acts as the **Assignee**, its successors, and its assigns, may deem necessary or desirable to perfect the **Assignee's** enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, or extended Letters Patent of the United States, or of any and all foreign countries on the present invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

3. All applications for Letters Patents in any foreign countries regarding the present invention, whether or not claiming the benefit of the filing date of said United States application(s) and/or otherwise taking advantage of the provisions of the International Convention shall be applied for in the names of all of the Parties, unless otherwise agreed to in writing by the Parties.
4. **No Implied Waiver:** The failure of any Party to enforce any right resulting from breach of any provision of this Agreement shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
5. **Governing Law, Jurisdiction, and Venue:** This Agreement shall be governed by the laws of the State of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman. Further, any dispute arising under this Agreement shall be resolved within the jurisdiction and venue of the courts of Buffalo, New York, unless otherwise agreed to in writing by the Parties.
6. **Integration:** This Agreement memorializes the entire agreement, written or verbal, between the Parties with respect to the above-mentioned invention. This Agreement may not be amended except in a writing signed by a duly authorized representative of the respective Parties. Any other agreements between the Parties shall not be affected by this Agreement.
7. **Binding Nature of the Agreement:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns.
8. **Provisions Severable:** The provisions of this Agreement are independent of and severable from each other, and no provision shall be affected, or rendered invalid or unenforceable, by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
9. **Agreement Executable in Multiple Counterparts:** This document may be executed in multiple counterparts, each of which shall be considered an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the dates indicated below.

George S. Baggs (Co-Inventor):

[Signature] 18/25/17  
Signature Date

3078 CLOVERBANK RD  
Address

HAMBURG NY 14075  
City/State/Postal Code/Country

Aaron W. Golding, Jr. (Co-Inventor):

[Signature] 8/25/17  
Signature Date

1455 Cardinal ct  
Address

Derby, NY 14047  
Address

BuildTech Solutions LLC (Assignee):

[Signature] 18/25/17  
Signature Date

Aaron W. Golding Jr. President  
Printed Name and Title

5999 South Park Ave.  
Address

Hamburg NY 14075  
City/State/Postal Code/Country

Subscribed to and sworn to before me on this 25<sup>th</sup> day of August, 2017.

ROSEMARIE MAY  
Notary Public, State of New York  
Qualified in Erie County  
Reg. No. 01MAG144491  
My Commission Expires Apr. 24, 2018

[Signature]  
Notary Public  
Notary Seal