

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4861645

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEW GENERATION STEEL FOUNDATIONS, LLC	03/06/2018
RECEIVING PARTY DATA	
Name:	PROGRESSIVE STEEL FOUNDATIONS, LLC
Street Address:	4522 WEST BEACHWAY
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33609
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D769468
Patent Number:	D769469
Patent Number:	D772436
CORRESPONDENCE DATA	
Fax Number:	(412)489-5728
<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:	412-996-1902
Email:	j.joyce@ngsfoundations.com
Correspondent Name:	JEFFREY W JOYCE
Address Line 1:	1500 ELLSWORTH AVENUE
Address Line 2:	SUITE 103
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15241
NAME OF SUBMITTER:	JEFFREY W JOYCE
SIGNATURE:	/jwj/
DATE SIGNED:	03/12/2018
Total Attachments: 25	
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PATENT PURCHASE AGREEMENT

THIS AGREEMENT, executed as of the 6th day of MARCH, 2018, by and between NEW GENERATION STEEL FOUNDATIONS, LLC, a Pennsylvania limited liability company ("Seller") and PROGRESSIVE STEEL FOUNDATIONS, LLC, a Florida limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the owner of those certain patents bearing U.S. design patent numbers: US D769,468S (dated October 18, 2016), US D769,469S (dated October 18, 2016) and US D772,436S (dated November 22, 2016), as more fully described on Composite "Exhibit A" attached hereto (collectively, "Patents");

WHEREAS, Seller desires to sell the Patents to Purchaser;

WHEREAS, Purchaser desires to acquire the Patents from Seller;

WHEREAS, Simultaneously with the purchase of the Patents, Purchaser desires to license Seller to utilize Patents in accordance with the terms of the license agreement attached hereto as Exhibit "B" ("License Agreement"); and

WHEREAS, the parties desire to memorialize the terms of their agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Purchase and Sale. Seller hereby sells the Patents to Purchaser and Purchaser hereby purchases the Patents from Seller.
3. Scope of Purchase and Sale. The scope of the purchase and sale of the Patents shall be as broad as possible so that Seller assigns, transfers, and sets over unto Purchaser, Seller's right, title and interest in and to all of the Patents (and all inventions and discoveries described therein) including all past, present and future causes of actions and claims for damages derived by reason by any patent infringement thereof to the full end of the term of each of the Patents.

4. Purchase Price. The purchase price for the Patents shall be two hundred thousand dollars (\$200,000.00) and shall be payable on or before December 31, 2018.

5. Warranties and Representations. Seller warrants and represents to Purchaser as follows:

a. Full Authority. Seller warrants that Seller has full authority to enter into this Agreement and to consummate the transactions contemplated hereby. Seller further warrants and represents that all company action by Seller has been taken to approve the transactions contemplated hereby including that all of the members and managers of Seller have approved the purchase and sale of the Patents and the execution of the License Agreement as contemplated hereby.

b. No Assignment. Seller warrants that (i) no assignment of the invention(s), application or patent therefor has been made to a party other than Purchaser and (ii) there is no obligation to make any assignment of the invention(s), application, or any patent therefor to any party other than Purchaser.

c. Title and Claims. Seller has good and marketable title to the Patents, including without limitation all rights, title, and interest in the Patents to sue for infringement thereof. The Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, claims or proceedings threatened, pending or in progress on the part of any named inventor of the Patent relating in any way to the Patents and Seller has not received notice of (and Seller is not aware of any facts or circumstances which could reasonably be expected to give rise to) any other actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any Person to acquire the Patents.

d. Restrictions on Rights. Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patents as a result of the transaction contemplated in this Agreement, or any prior transaction related to the Patents.

e. Payment of Fees. Seller has paid all fees due on the Patents to the United States Patent and Trademark Office as of the date of this Agreement.

6. Survival of Warranties and Representations. The warranties and representations of Seller shall survive the closing of the transactions contemplated hereby.

7. Indemnity. Seller hereby indemnifies Purchaser and holds Purchaser harmless from and against any liability, damage, claim, obligation, cost or expense (including court costs and reasonable attorney's fees) that Purchaser may sustain or incur by reason of any breach hereof by Seller.

8. Closing. The closing of the transactions contemplated hereby shall occur simultaneously with the execution hereof. At closing, Seller shall deliver to Purchaser a duly-executed patent assignment in form and content as reasonably determined by Purchaser. At closing the parties shall execute the License Agreement.

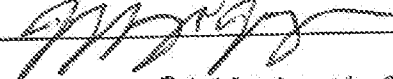
9. Cooperation. The parties shall cooperate with each other and shall execute such other documents and perform such acts as may be reasonably necessary to effectuate this Agreement

10. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Pennsylvania. This Agreement contains the entire understanding between the parties and no modification hereof shall be valid unless in writing and signed by the parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. The parties acknowledge that each has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguities should be realized in the construction or interpretation of this Agreement, such ambiguities shall not be construed against either party solely on account of authorship.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

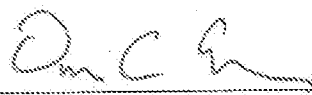
SELLER:

NEW GENERATION STEEL
FOUNDATIONS, LLC,
a Pennsylvania limited liability company

By: 
Print Name: JEFFREY W. JOYCE
Title: Member

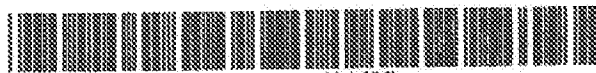
PURCHASER:

PROGRESSIVE STEEL FOUNDATIONS,
LLC,
a Florida limited liability company

By: 

Print Name: Owen C Ewing

Title: Member



US00D769468S

(12) **United States Design Patent** (10) Patent No.: **US D769,468 S**
Poppe (45) Date of Patent: **Oct. 18, 2016**

- (54) **TWO WING DIAMOND FOUNDATION**
- (71) Applicant: **New Generation Steel Foundations, LLC, Carnegie, PA (US)**
- (72) Inventor: **Michael M. Poppe, Carnegie, PA (US)**
- (73) Assignee: **New Generation Steel Foundations, LLC, Carnegie, PA (US)**
- (**) Term: **15 Years**

D695,424 S * 12/2013 Dianne D25/126
 * cited by examiner
 Primary Examiner — Garth Rademaker
 Assistant Examiner — Samantha Q Lawrence
 (74) Attorney, Agent, or Firm — H.C. Park & Associates, PLC

(57) **CLAIM**
 The ornamental design for a two wing diamond foundation, as shown and described.

- (21) Appl. No.: **29/548,795**
- (22) Filed: **Dec. 16, 2015**

Related U.S. Application Data

- (63) Continuation-in-part of application No. 14/683,479, filed on Apr. 10, 2015.
- (51) LOC (10) Cl. **25-01**
- (52) U.S. Cl. **D25/128**
USPC
- (58) **Field of Classification Search**
USPC **D25/126-135; 52/25, 29, 51, 167.4, 52/169.8, 169.9, 274**
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

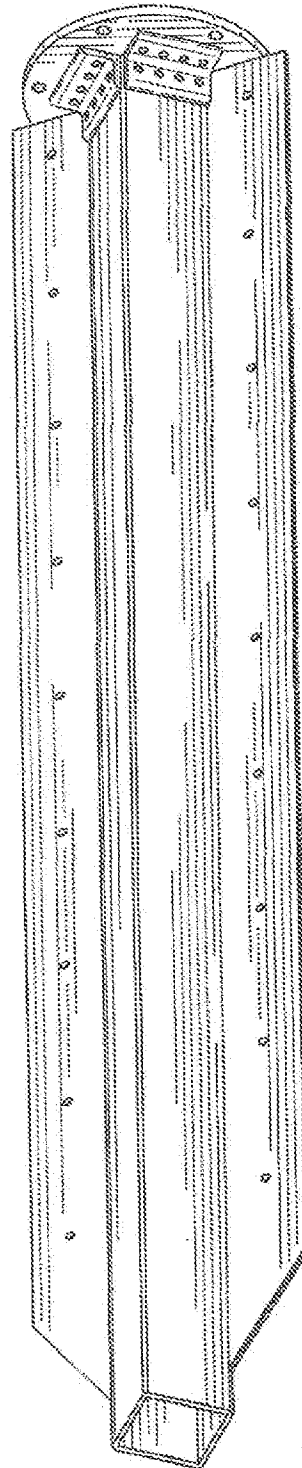
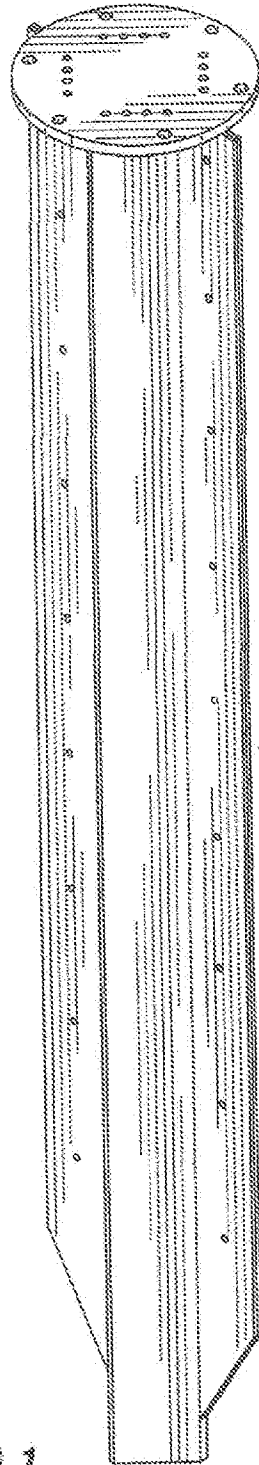
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D195,831 S *	8/1963	Waldman	D25/128
D218,582 S *	9/1970	Kjenter	135/118
D223,395 S *	4/1972	Selden	D25/128
D233,671 S *	11/1974	Gay	D25/126
D259,443 S *	6/1981	James	D25/128
D282,104 S *	1/1986	Taylor	D25/131
D394,564 S *	5/1998	Haney	D25/126
D454,403 S *	3/2002	Naccanus	D25/128
D504,183 S *	4/2005	McCracken	D25/126
D600,366 S *	9/2009	Boatman	D25/133
D616,115 S *	5/2010	Clayton	D25/126

DESCRIPTION

FIG. 1 is a front perspective view of a two wing diamond foundation according to an exemplary embodiment of the present invention.
 FIG. 2 is a rear perspective view of the two wing diamond foundation of FIG. 1.
 FIG. 3 is a front view thereof.
 FIG. 4 is a rear view thereof.
 FIG. 5 is a left side view thereof.
 FIG. 6 is a right side view thereof.
 FIG. 7 is a top plan view thereof.
 FIG. 8 is a bottom plan view thereof.
 FIG. 9 is a front perspective view of a two wing diamond foundation according to a second exemplary embodiment of the present invention.
 FIG. 10 is a rear perspective view of the two wing diamond foundation of FIG. 9.
 FIG. 11 is a front perspective view of a two wing diamond foundation according to a third exemplary embodiment of the present invention; and,
 FIG. 12 is a rear perspective view of the two wing diamond foundation of FIG. 11.
 The broken lines shown in FIGS. 9-12 illustrate portions of the two wing diamond foundation that form no part of the claimed design.

1 Claim, 6 Drawing Sheets





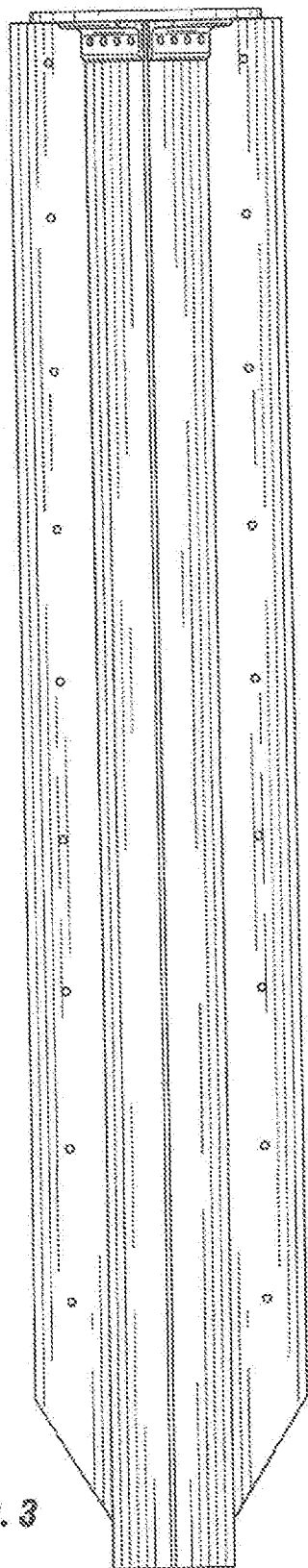


FIG. 3

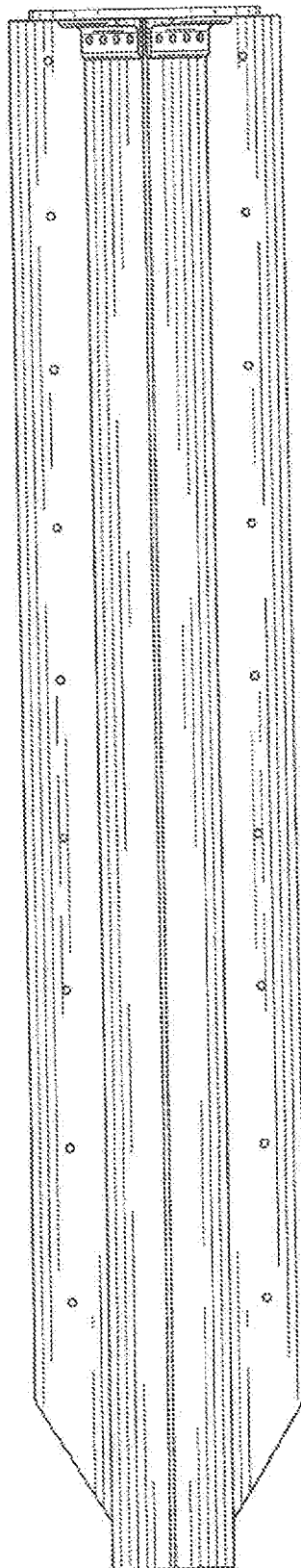


FIG. 4

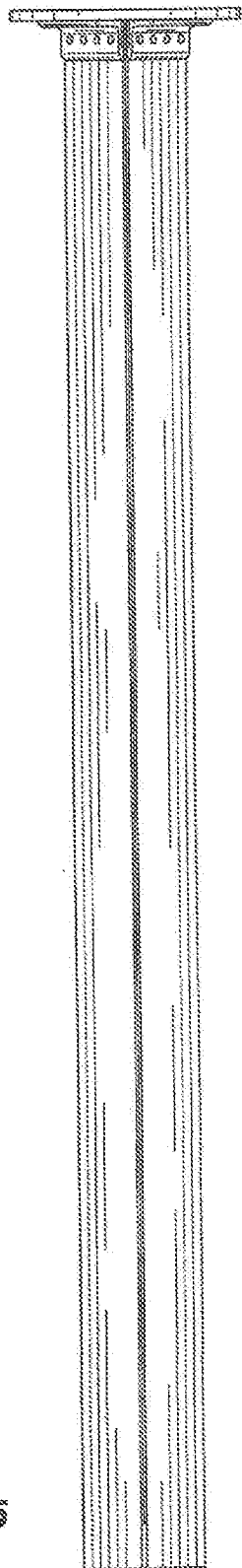


FIG. 5

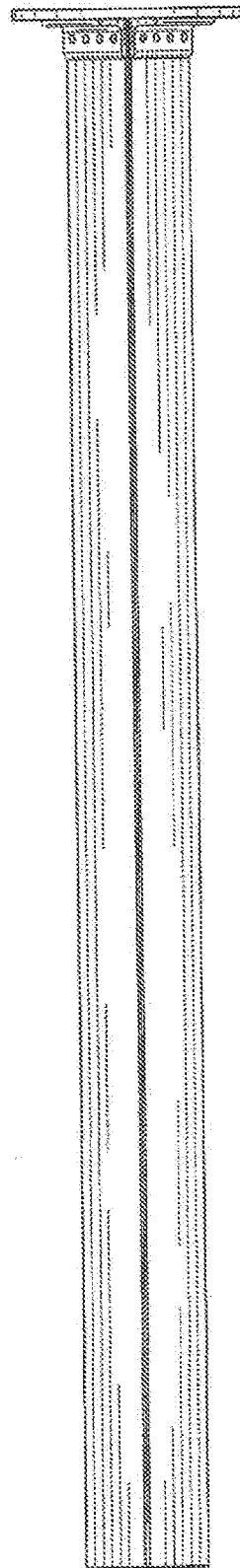


FIG. 6

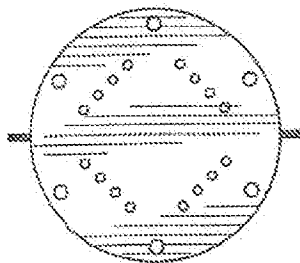


FIG. 7

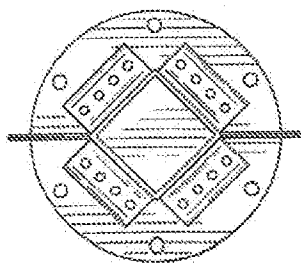


FIG. 8

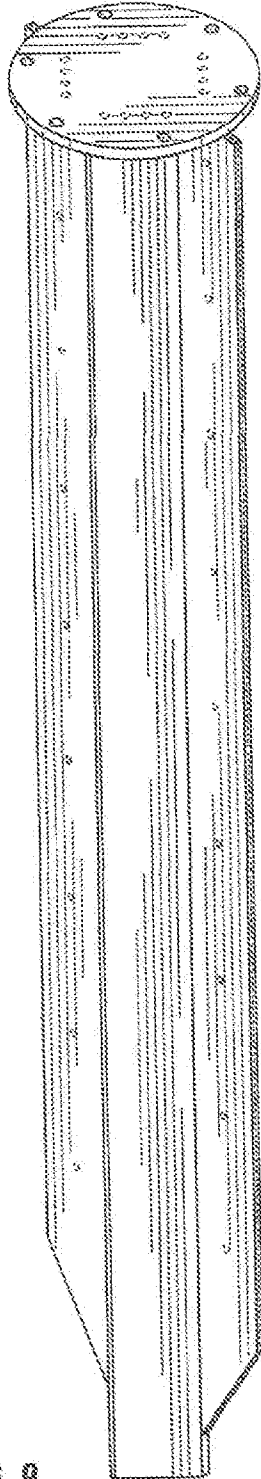


FIG. 9

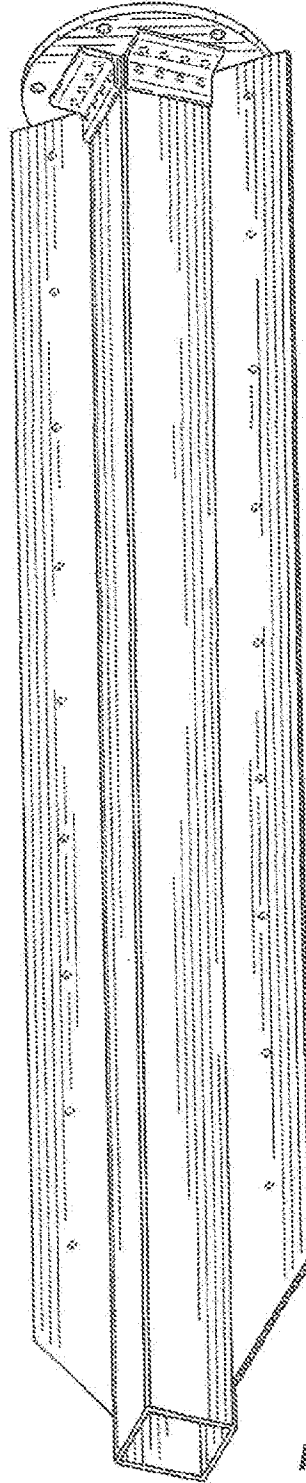


FIG. 10

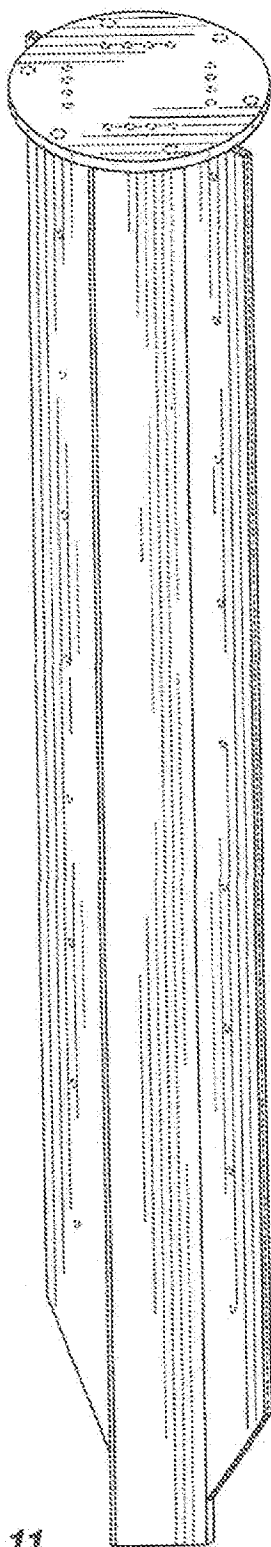


FIG. 11

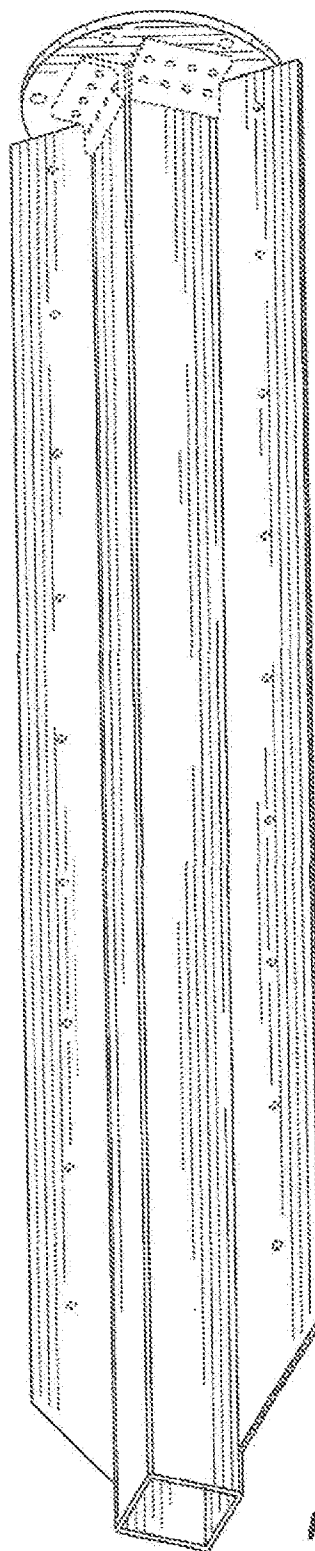
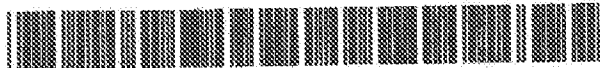


FIG. 12



US00D769469S

(12) **United States Design Patent**
Pope

(10) Patent No.: **US D769,469 S**
(45) Date of Patent: **** Oct. 18, 2016**

- (54) **FOUR WING DIAMOND FOUNDATION**
- (71) Applicant: **New Generation Steel Foundations, LLC, Carnegie, PA (US)**
- (72) Inventor: **Michael M. Pope, Carnegie, PA (US)**
- (73) Assignee: **New Generation Steel Foundations, LLC, Carnegie, PA (US)**
- (**) Term: **15 Years**
- (21) Appl. No.: **29/548,806**

Primary Examiner — Ian Simmons
Assistant Examiner — Samantha Q Lawrence
 (74) *Attorney, Agent, or Firm* — H.C. Park & Associates, PLC

- (22) Filed: **Dec. 16, 2015**
- Related U.S. Application Data**
- (63) Continuation-in-part of application No. 14/683,479, filed on Apr. 10, 2015.
- (51) LOC (10) Cl. **25-03**
- (52) U.S. Cl. **D25/128**
USPC **D25/128**
- (58) **Field of Classification Search**
USPC **D25/126-135; 52/25, 29, 51, 167.4, 52/169.8, 169.9, 274**
See application file for complete search history.

(57) **CLAIM**
 The ornamental design for a four wing diamond foundation, as shown and described.

DESCRIPTION

FIG. 1 is a front perspective view of a four wing diamond foundation according to an exemplary embodiment of the present invention.
 FIG. 2 is a rear perspective view of the four wing diamond foundation of FIG. 1.
 FIG. 3 is a front view thereof.
 FIG. 4 is a rear view thereof.
 FIG. 5 is a left side view thereof.
 FIG. 6 is a right side view thereof.
 FIG. 7 is a top plan view thereof.
 FIG. 8 is a bottom plan view thereof.
 FIG. 9 is a front perspective view of a four wing diamond foundation according to a second exemplary embodiment of the present invention.
 FIG. 10 is a rear perspective view of the four wing diamond foundation of FIG. 9.
 FIG. 11 is a front perspective view of a four wing diamond foundation according to a third exemplary embodiment of the present invention; and,
 FIG. 12 is a rear perspective view of the four wing diamond foundation of FIG. 11.
 The broken lines shown in FIGS. 9-12 illustrate portions of the four wing diamond foundation that form no part of the claimed design.

- (56) **References Cited**
- U.S. PATENT DOCUMENTS**
- D26,842 S * 3/1897 Hawley D25/128
- D195,831 S * 8/1963 Waldman D25/128
- D218,582 S * 9/1970 Klester 135/118
- D223,395 S * 4/1972 Selden D25/128
- D233,671 S * 11/1974 Gay D25/126
- D259,443 S * 6/1981 James D25/128
- D282,104 S * 1/1985 Taylor D25/131
- D394,564 S * 5/1998 Haasey D25/126
- D454,403 S * 3/2002 Naccarato D25/128
- D504,183 S * 4/2005 McCracken D25/126
- D600,366 S * 9/2009 Boardman D25/133
- D616,115 S * 5/2010 Clayton D25/126
- D695,424 S * 12/2013 Dionne D25/126

* cited by examiner

1 Claim, 6 Drawing Sheets



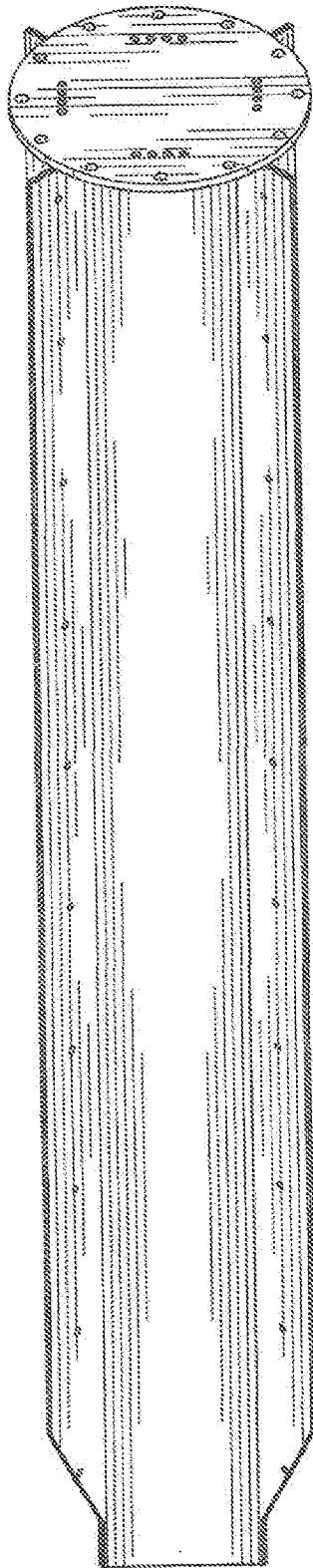


FIG. 1

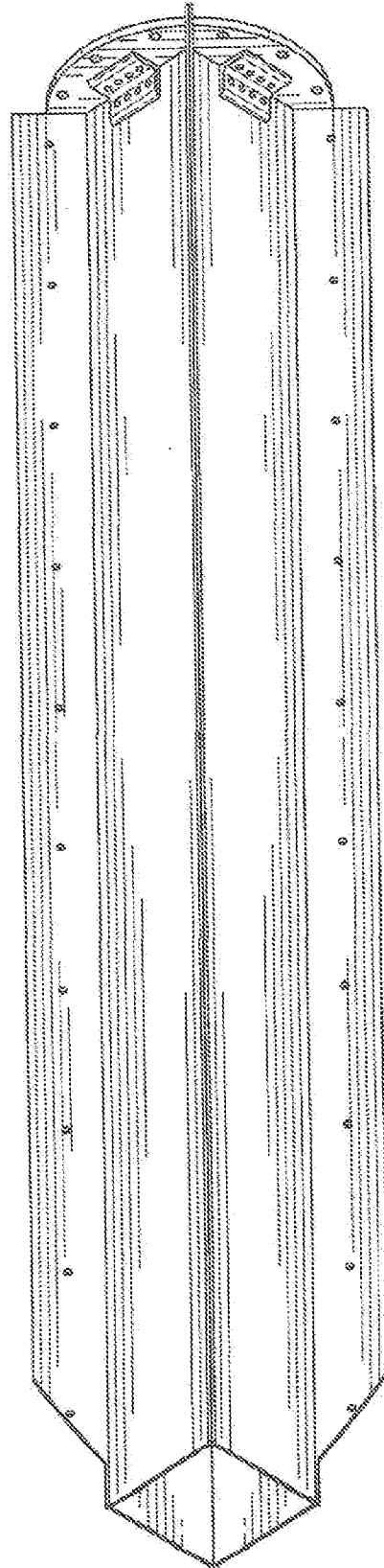


FIG. 2

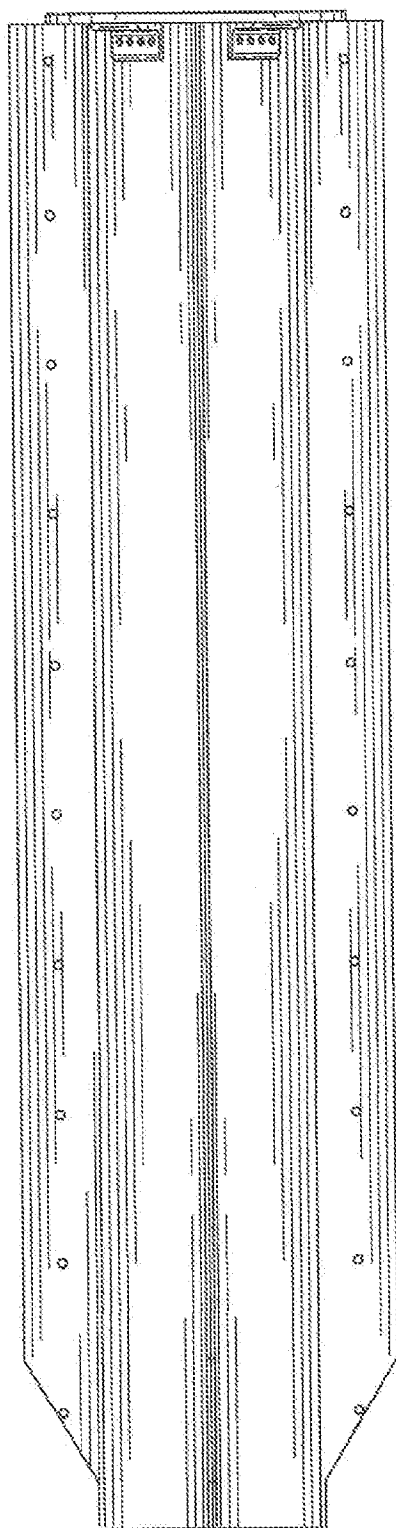


FIG. 3

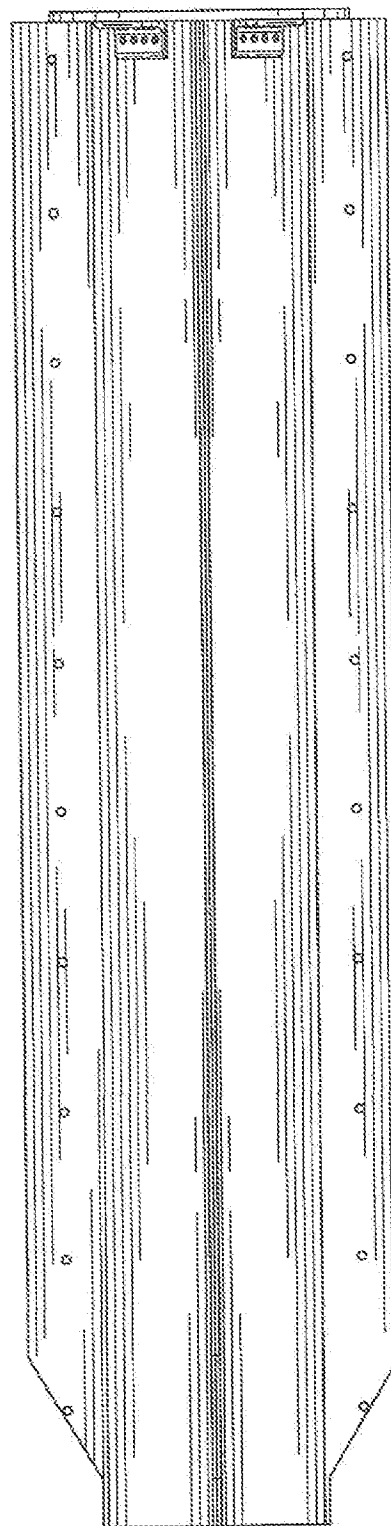


FIG. 4

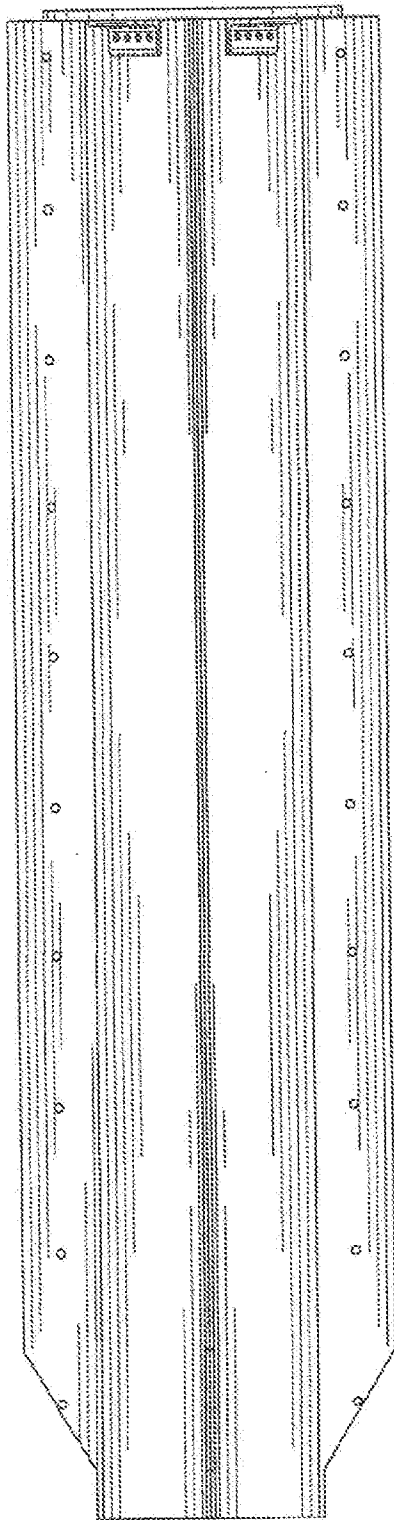


FIG. 5

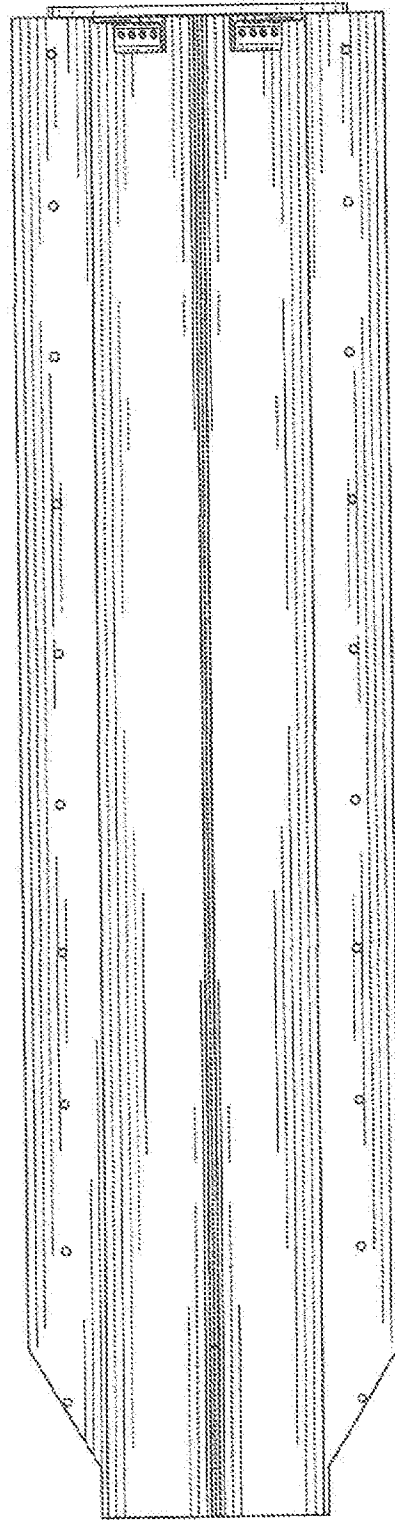


FIG. 6

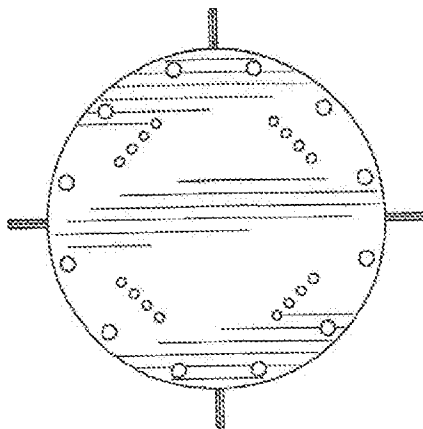


FIG. 7

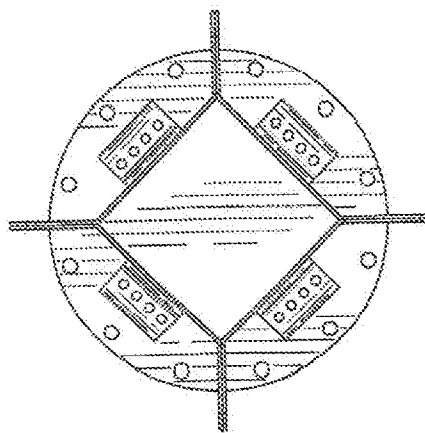


FIG. 8

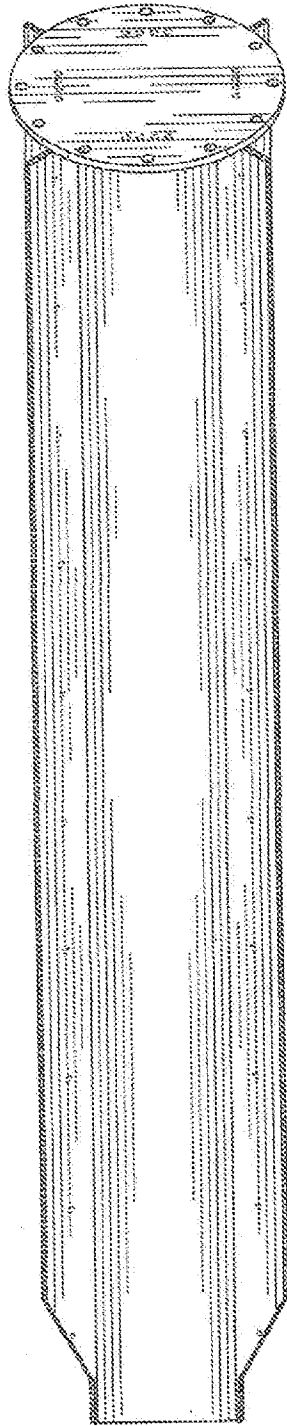


FIG. 9

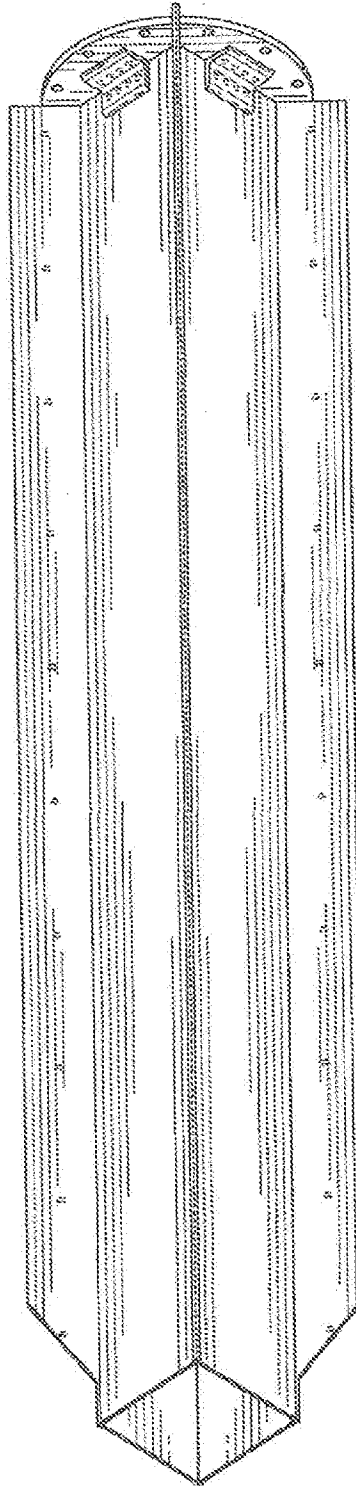


FIG. 10

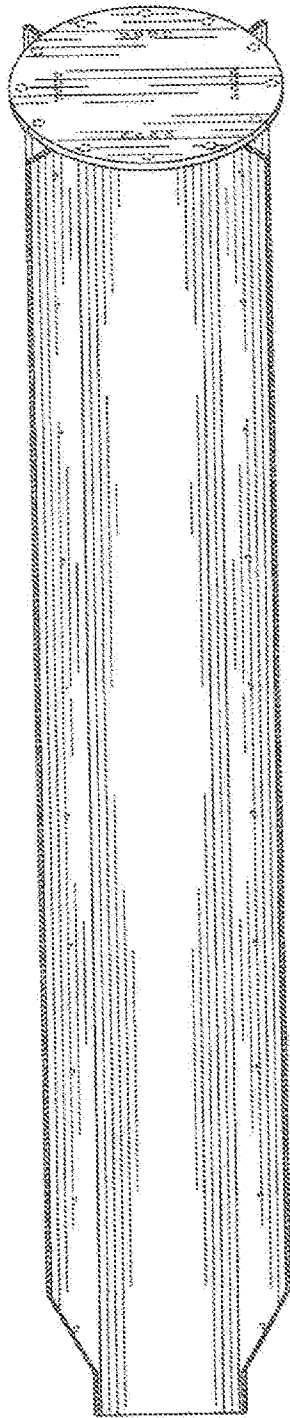


FIG. 11

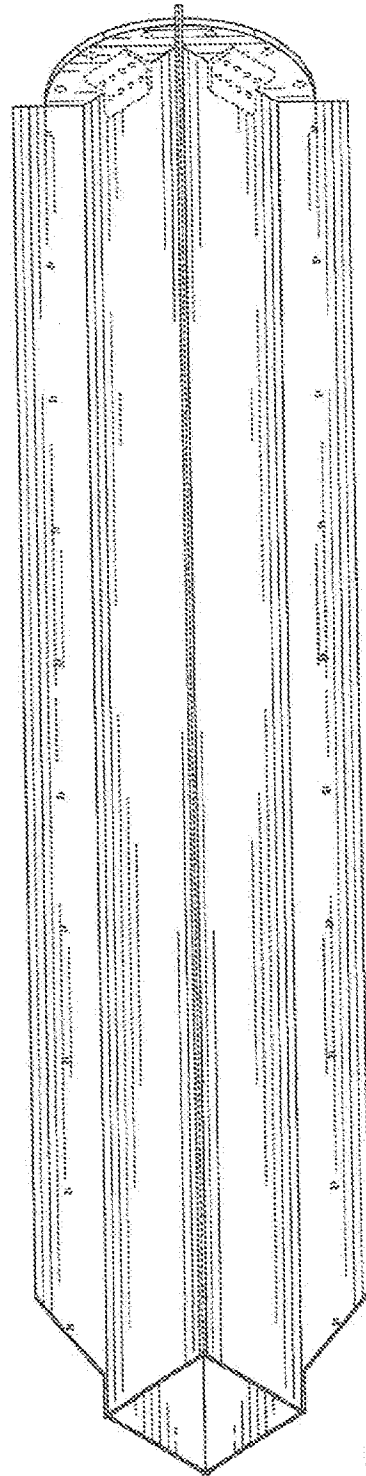
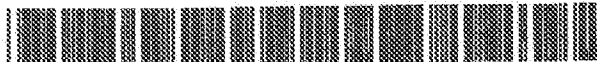


FIG. 12



US00D772436S

(12) **United States Design Patent** (10) Patent No.: **US D772,436 S**
Pope (45) Date of Patent: **Nov. 22, 2016**

(54) **THREE WING DIAMOND FOUNDATION**

D612,955 S * 3/2010 Charette D25/133
D744,885 S * 12/2015 Reeder D10/113.2

(71) Applicant: **New Generation Steel Foundations, LLC, Carnegie, PA (US)**

* cited by examiner

(72) Inventor: **Michael M. Pope, Carnegie, PA (US)**

Primary Examiner — **Garth Rudemaker**

(73) Assignee: **New Generation Steel Foundations, LLC, Carnegie, PA (US)**

Assistant Examiner — **Samantha Q Lawrence**

(74) *Attorney, Agent, or Firm* — **H.C. Park & Associates, PLC**

(**) Term: **15 Years**

(57) **CLAIM**

The ornamental design for a three wing diamond foundation, as shown and described.

(21) Appl. No.: **29/546,804**

DESCRIPTION

(22) Filed: **Dec. 16, 2015**

Related U.S. Application Data

(63) Continuation-in-part of application No. 14/683,479, filed on Apr. 10, 2015.

FIG. 1 is a front perspective view of a three wing diamond foundation according to an exemplary embodiment of the present invention.

FIG. 2 is a rear perspective view of the three wing diamond foundation of FIG. 1.

FIG. 3 is a front view thereof.

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FIG. 5 is a left side view thereof.

FIG. 6 is a right side view thereof.

FIG. 7 is a top plan view thereof.

FIG. 8 is a bottom plan view thereof.

FIG. 9 is a front perspective view of a three wing diamond foundation according to a second exemplary embodiment of the present invention.

FIG. 10 is a rear perspective view of the three wing diamond foundation of FIG. 9.

FIG. 11 is a front perspective view of a three wing diamond foundation according to a third exemplary embodiment of the present invention; and,

FIG. 12 is a rear perspective view of the three wing diamond foundation of FIG. 11.

The broken lines shown in FIGS. 9-12 illustrate portions of the three wing diamond foundation that form no part of the claimed design.

(51) LOC (10) CL **25-01**

(52) U.S. Cl. **D25/128**

(58) Field of Classification Search

USPC **D25/126-135, 52/25, 29, 51, 167.4,**

52/169.8, 169.9, 274

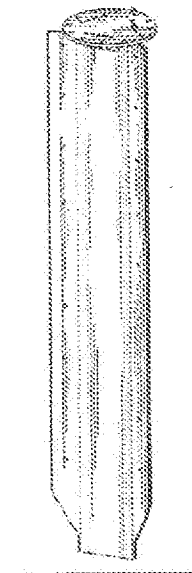
See application file for complete search history.

(56) **References Cited**

U.S. PATENT DOCUMENTS

D26,842 S *	3/1897	Hawley	.....	D25/128
D195,831 S *	8/1963	Waldman	.....	D25/128
D218,582 S *	9/1970	Kisster	.....	135/118
D223,400 S *	4/1972	Seldon	.....	D25/127
D224,039 S *	6/1972	Seldon	.....	D25/128
D233,671 S *	11/1974	Gay	.....	D25/126
D382,146 S *	8/1997	Sandy	.....	D25/126
D398,670 S *	9/1998	Crawford	.....	D21/662
D431,659 S *	10/2000	Bouchard	.....	D25/126
D525,721 S *	7/2006	Landes	.....	D25/126
D532,121 S *	11/2006	Watson	.....	D25/133

1 Claim, 6 Drawing Sheets



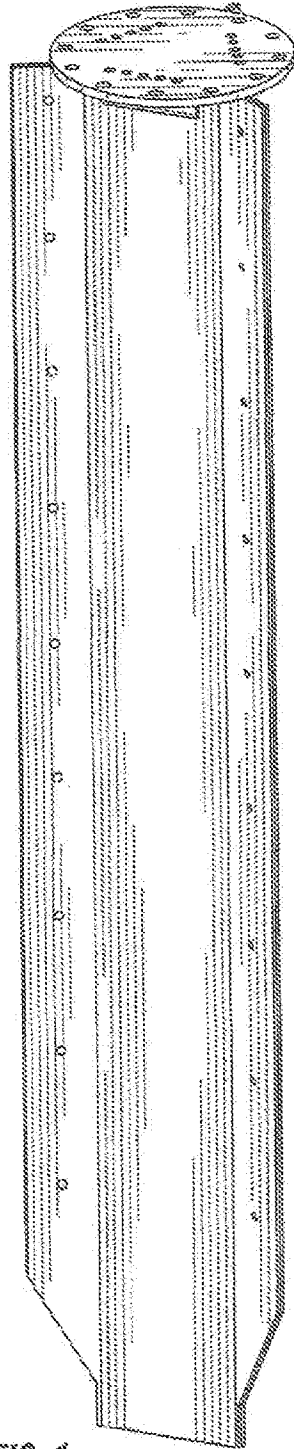


FIG. 1

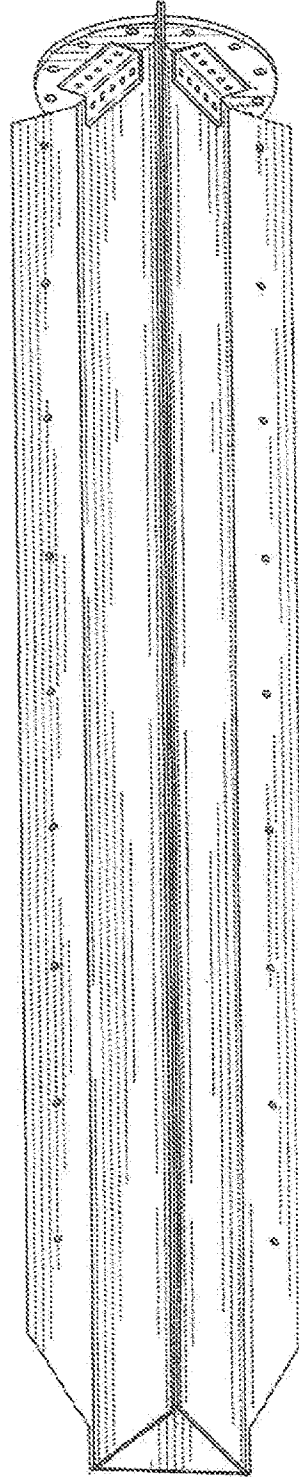


FIG. 2

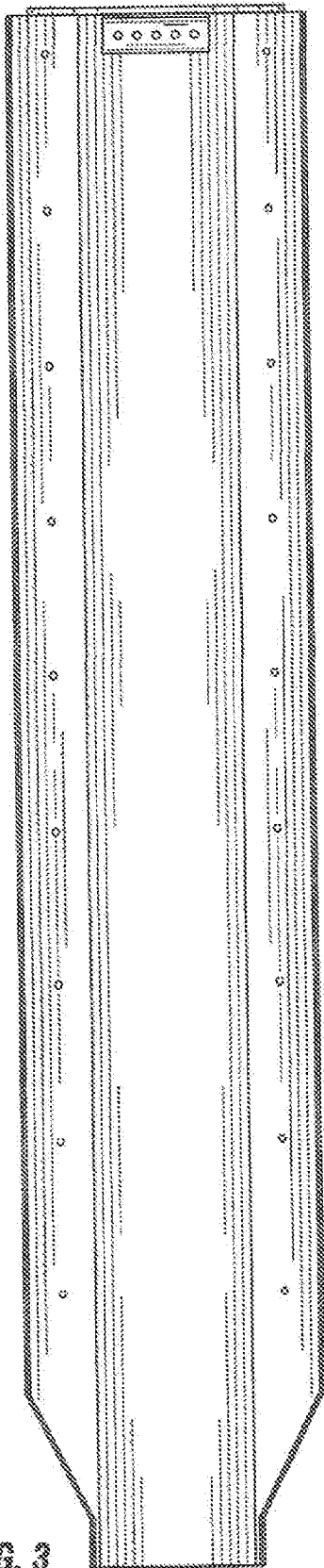


FIG. 3

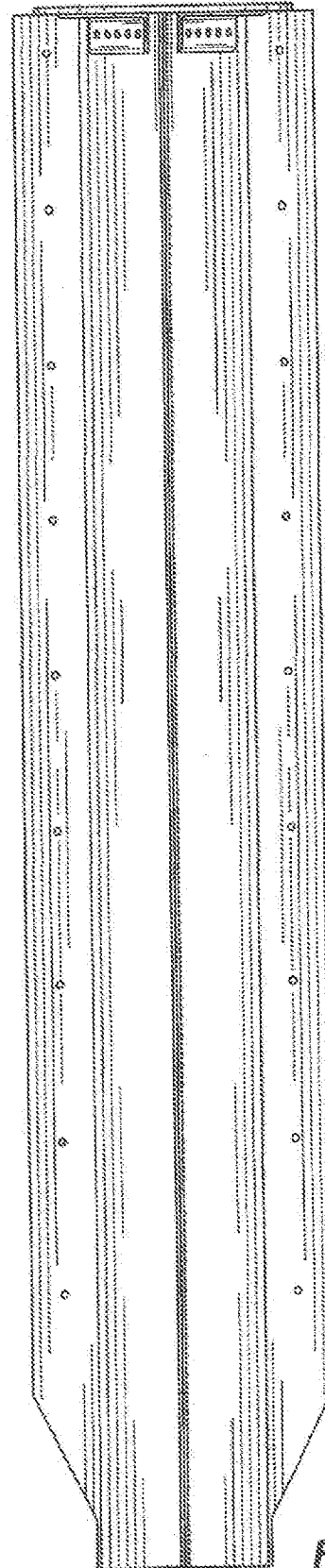


FIG. 4

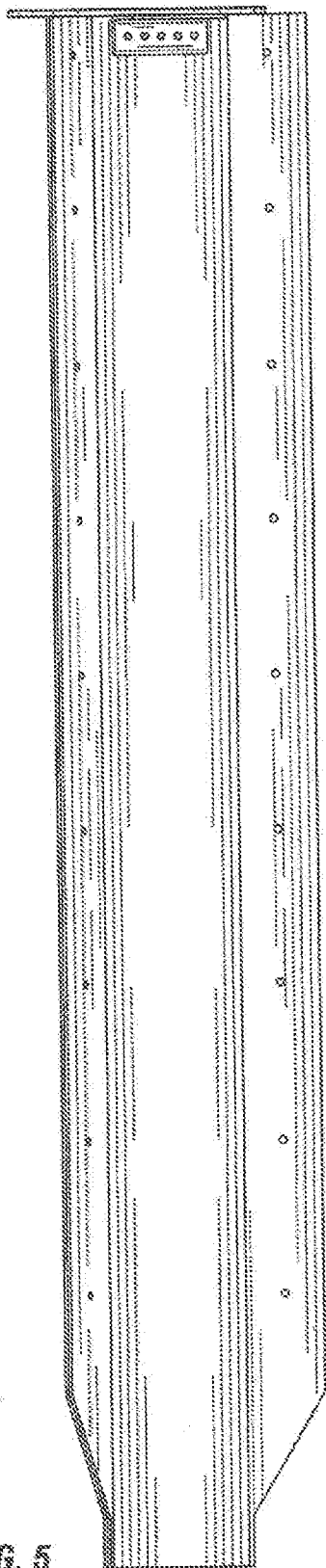


FIG. 5

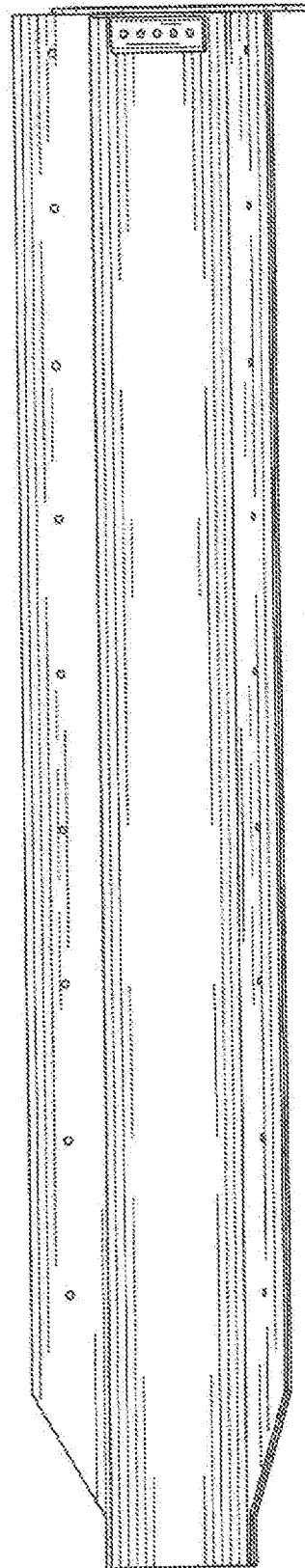


FIG. 6

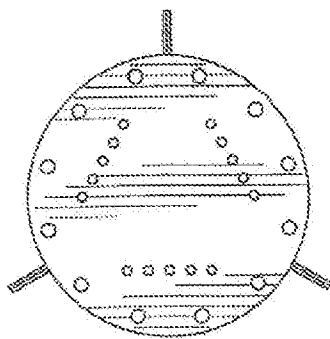


FIG. 7

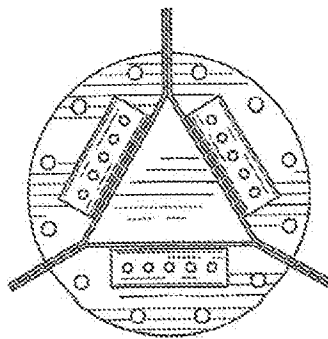


FIG. 8

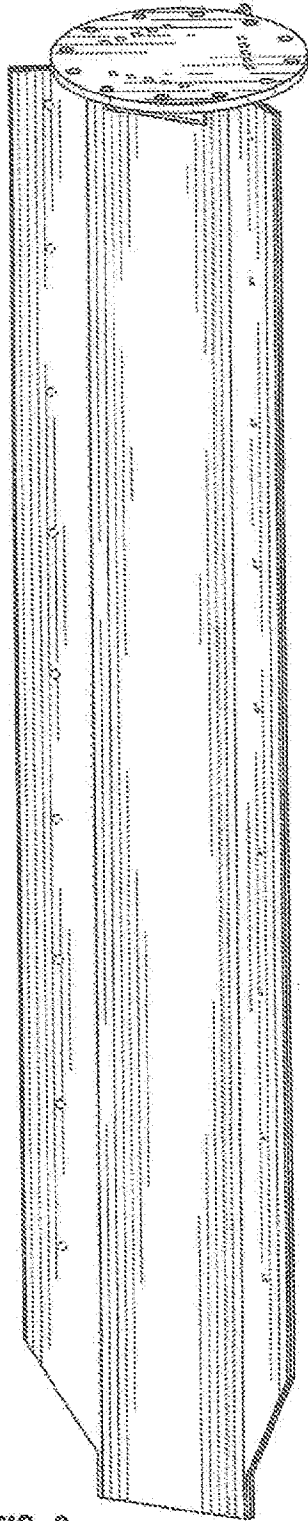


FIG. 9

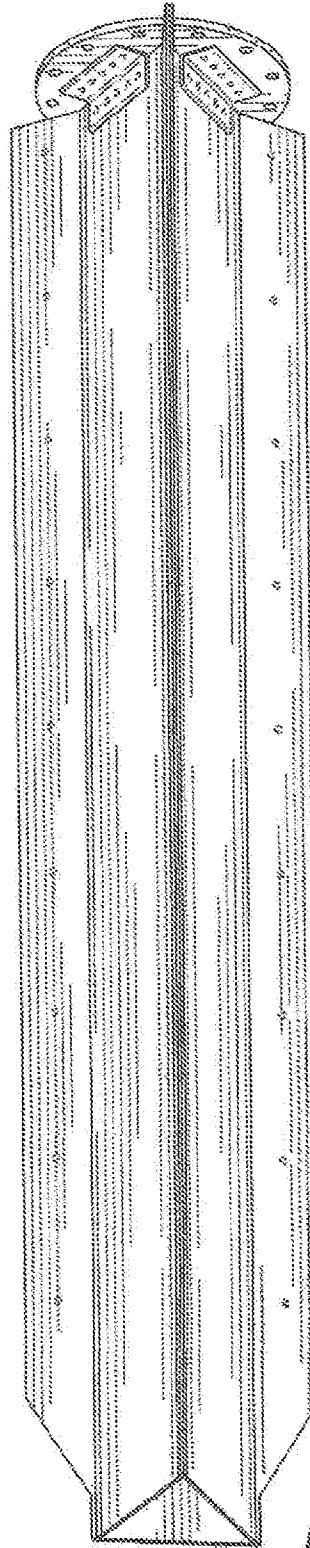


FIG. 10

FIG. 12

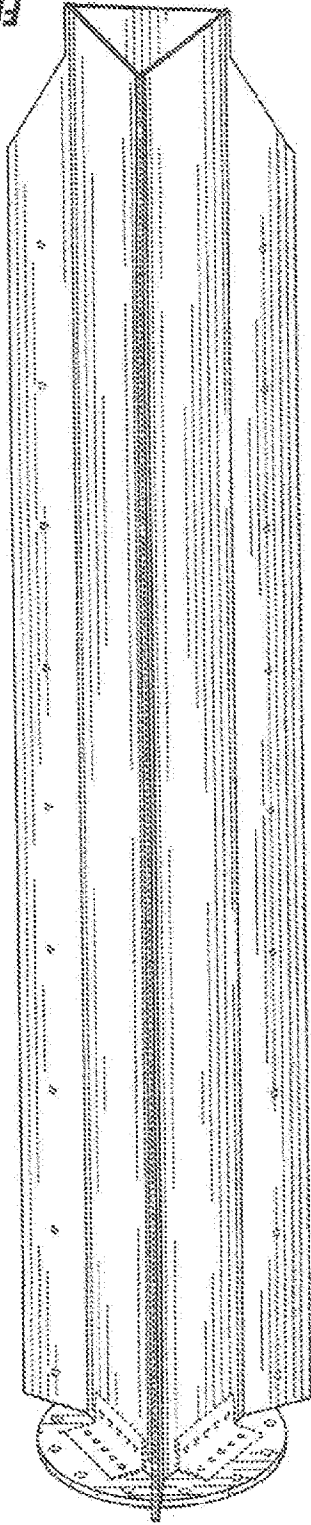


FIG. 11

