

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5825238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM P DEMPSEY	11/11/2019
WILLIAM R BAILEY	11/11/2019
RECEIVING PARTY DATA	
Name:	ASPHALTICA, LLC
Street Address:	4948 RURAL RD SW
City:	TUMWATER
State/Country:	WASHINGTON
Postal Code:	98512-6740
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	10190265
Patent Number:	10030338
Patent Number:	10196783
Application Number:	61966791
CORRESPONDENCE DATA	
Fax Number:	(414)774-4837
<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:	4147740874
Email:	LGEHRKE@GEHRKE-LAW.COM
Correspondent Name:	LISA M GEHRKE
Address Line 1:	123 N 86TH ST
Address Line 4:	WAUWATOSA, WISCONSIN 53226
ATTORNEY DOCKET NUMBER:	2119.001
NAME OF SUBMITTER:	LISA M GEHRKE
SIGNATURE:	/lisa m gehrke/
DATE SIGNED:	11/18/2019
Total Attachments: 8	
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ASSIGNMENT

Docket No. 2119.001(265)

WHEREAS, we, William P. Dempsey and William R. Bailey, have made a certain new and useful invention for which we have been granted Letters Patent of the United States, which may be identified in the United States Patent Office as US 10,190,265, issued on January 29, 2019 and entitled:

COMPOSITIONS AND METHODS FOR PELLETIZED RECYCLED ASPHALT SHINGLES

WHEREAS, Asphaltica, LLC, a corporation organized and existing under and by virtue of the laws of the State of Washington and having its principal place at 4948 RURAL RD SW, TUMWATER, WA, 98512-6740, UNITED STATES, is desirous of acquiring the entire interest in and to said Letters Patent;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee has transferred to Assignor good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Washington, without regard to conflicts of law principles.

7. *Counterparts*. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.


8. *Severability*. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.


9. *Headings*. The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

WE HEREBY AUTHORIZE the law firm of Gehrke & Associates, S.C. the power to insert in this instrument any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

THIS AGREEMENT constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 11th day of November, 2019.

 (SEAL)
William F. Dempsey

 (SEAL)
William R. Bailey

GEHRKE & ASSOCIATES, S.C.

ASSIGNMENT

Docket No. 2119.001(338)

WHEREAS, we, William P. Dempsey and William R. Bailey, have made a certain new and useful invention for which we have been granted Letters Patent of the United States, which may be identified in the United States Patent Office as US 10,030,338, issued on July, 24 2018 and entitled:

COMPOSITIONS AND METHODS FOR PELLETIZED RECYCLED ASPHALT SHINGLES

WHEREAS, Asphaltica, LLC, a corporation organized and existing under and by virtue of the laws of the State of Washington and having its principal place at 4948 RURAL RD SW, TUMWATER, WA, 98512-6740, UNITED STATES, is desirous of acquiring the entire interest in and to said Letters Patent;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee has transferred to Assignor good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.

6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Washington, without regard to conflicts of law principles.

7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.


8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

9. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

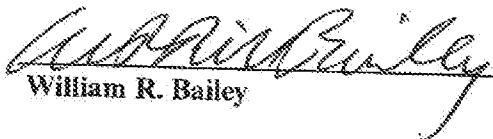
WE HEREBY AUTHORIZE the law firm of Gehrke & Associates, S.C. the power to insert in this instrument any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

THIS AGREEMENT replaces an assignment recorded on **December 14, 2018** with the United States Patent and Trademark Office available at **reel/frame 047788/0807**, and constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 11th day of November, 2019.



William P. Dempsey (SEAL)



William R. Bailey (SEAL)

GEHRKE & ASSOCIATES, S.C.

ASSIGNMENT

Docket No. 2119.001(783)

WHEREAS, we, William P. Dempsey and William R. Bailey, have made a certain new and useful invention for which we have been granted Letters Patent of the United States, which may be identified in the United States Patent Office as US 10,196,783, issued on February 5, 2019 and entitled:

COMPOSITIONS AND METHODS FOR PELLETIZED RECYCLED ASPHALT SHINGLES

WHEREAS, Asphaltica, LLC, a corporation organized and existing under and by virtue of the laws of the State of Washington and having its principal place at 4948 RURAL RD SW, TUMWATER, WA, 98512-6740, UNITED STATES, is desirous of acquiring the entire interest in and to said Letters Patent;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patent including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee has transferred to Assignor good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
 - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee,
 - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
 - iii) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.

6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Washington, without regard to conflicts of law principles.

7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.


8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

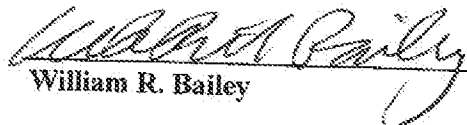
9. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

WE HEREBY AUTHORIZE the law firm of Gehrke & Associates, S.C. the power to insert in this instrument any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

THIS AGREEMENT constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 11th day of November, 2019.


_____(SEAL)
William E. Dempsey


_____(SEAL)
William R. Bailey

GEHRKE & ASSOCIATES, S.C.

ASSIGNMENT

Docket No. 2119.001(791)

WHEREAS, we, William P. Dempsey and William R. Bailey, have made a certain new and useful invention for which we have made a Provisional Patent Application, which application may be identified in the United States Patent Office as US 61/966,791, filed Mar. 4, 2014 and entitled:

COMPOSITIONS AND METHODS FOR PELLETIZED RECYCLED ASPHALT SHINGLES

WHEREAS, Asphaltica, LLC, a corporation organized and existing under and by virtue of the laws of the State of Washington and having its principal place at 4948 RURAL RD SW, TUMWATER, WA, 98512-6740, UNITED STATES, is desirous of acquiring the entire interest in and to said Provisional Patent Application.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Provisional Patent Application including all non provisional patent applications, patents, reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Provisional Patent Application to Assignee.
2. *Payment.* In consideration of the assignment of the Provisional Patent Application pursuant to this Agreement, and of the promises and covenants contained herein, Assignee has transferred to Assignor good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Provisional Patent Application to Assignee, and that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future.
4. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Provisional Patent Application and in enforcing any and all protections or privileges deriving from the Provisional Patent Application.
5. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Washington, without regard to conflicts of law principles.
6. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.


7. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

8. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.


WE HEREBY AUTHORIZE the law firm of Gehrke & Associates, S.C. the power to insert in this instrument any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

THIS AGREEMENT constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 11th day of November, 2019.



William R. Dempsey (SEAL)



William R. Bailey (SEAL)

GEHRKE & ASSOCIATES, S.C.