

05-12-1998



Tab settings

APR 20 1998

To the Honorable Commissioner of

100706482

Receipt for the attached original documents or copy thereof.

1. Name of conveying party(ies):

Christy Concrete Products, Inc.  
1000 Collins Avenue  
Colma, California 94014

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Syracuse Castings Sales Corp.

Internal Address: \_\_\_\_\_

Street Address: 6177 South Bay Road

City: Cicero State: NY ZIP: 13039

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: April 1, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

B. Patent No.(s)

U.S. Patent 4,266,380  
Recorded at Reel 3628, Frame 0976  
February 9, 1979

Attorney Docket No.: 126.000GM

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lawrence P. Trapani

Internal Address: TRAPANI & MOLLDREM

Street Address: 333 East Onondaga Street

City: Syracuse State: NY ZIP: 13202

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

13-3919

(Attach duplicate copy of this page if paying by deposit account)

05/07/1998 DCOATES 00000111 133919 4266380

DO NOT USE THIS SPACE

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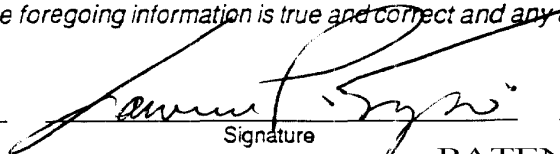
40.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lawrence P. Trapani

Name of Person Signing  
Reg. No. 32,068

 4/16/98  
Signature Date

PATENT  
Total number of pages comprising cover sheet  
REEL: 9146 FRAME: 0622

1

**ASSIGNMENT OF PATENT**

**WHEREAS, CHRISTY CONCRETE PRODUCTS, INC.**, a California corporation having a place of business at 1000 Collins Avenue, Colma, California, 94014 (hereinafter "ASSIGNOR"), is the sole and exclusive owner of U.S. Patent 4,266,380, granted on May 12, 1981, and entitled "High Strength Cover for Underground Utility Box" (hereinafter "the PATENT");

**WHEREAS, ASSIGNOR** acquired sole and exclusive ownership of the PATENT through a written assignment executed by Alfonso A. Samolis on January 31, 1979, and recorded in the U.S. Patent and Trademark Office on February 9, 1979, at Reel 3628, and Frame 976;

**WHEREAS, SYRACUSE CASTINGS SALES CORP.**, a New York corporation having a place of business at South Bay Road, Cicero, New York, 13039 (hereinafter "ASSIGNEE"), is desirous of acquiring the entire interest in and to said PATENT.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:** Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to the PATENT and all claims for damages by reason of past infringement of the PATENT with the right to sue for and collect the same for its own use and behoof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

ASSIGNOR further covenants that, upon request, but without expense to it, ASSIGNOR shall furnish to ASSIGNEE or its designee all pertinent facts and documents relating to the PATENT, as may be known and accessible to ASSIGNOR, and will testify as to the same in any litigation or other proceeding related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to maintain and enforce the PATENT, which may be necessary or desirable to carry out the purposes thereof.

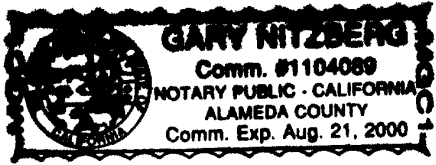
ASSIGNOR, upon the execution of this assignment and payment by ASSIGNEE of the consideration therefor, shall deliver to ASSIGNEE the original patent grant and specification for the PATENT.

IN WITNESS WHEREOF, ASSIGNOR has hereunto set hand and seal this 1<sup>st</sup>  
day of April, 1998.

Gregg Christensen  
Gregg Christensen

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA )

On this 1<sup>st</sup> day of April, 1998, before me personally appeared Gregg Christensen, to me known, who, being by me duly sworn did depose and say that he resides in Fremont, California; that he is the President of CHRISTY CONCRETE PRODUCTS, INC., the corporation described in, and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors.



Gary Nitzberg  
Notary Public