5/21/98



U.S. Department of Commerce Patent and Trademark Office

	21/10	100	731177		d Trademark Office		
TO: The Commiss	sioner of Patents and						
TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).  Submission Type  Conveyance Type							
⊠ New	-						
	(Non-Recordation)		License				
Document ID			☐ Merger				
☐ Correction of	PTO Error		☐ Security Agree	ement			
Reel#	Frame #		☐ Change of Na				
Corrective Document							
Reel # Frame #							
Conveying Party(ies) Execution Date(s)							
				June 10, 1996	,(0)		
2.		S MAY 2 1	1998 병	<b>dano 10, 1000</b>			
3.		(5 MAY 2 1	1 1930				
4.		Parties Attach	<b>Æ</b> /				
5.		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	*At				
6.		& TRA	DEMA				
Mark if Addition	nal Names of Conve	ving Parties Attache	ed				
Receiving Party		y mg r artico / titaloni	,				
, -	Dana A. Schmedned	cht					
Name	Dana / L Commodition	orit.					
Address	1312 Indiana Avenu	۵					
Address	TO TE TITULATION A TYONG	•					
	LaPorte	Indiana		46350			
	City	State/Co	intry	Zip Code			
	nal Names of Receiv	ing Parties Attache	aria y d	Zip Code			
	ame and Address	ring rantes Attache	<u>u</u>				
Correspondent	anic and Address						
G. Russell Thill				Tolonhono: /242	\ 646 E600		
Leydig, Voit & May	er Itd			Telephone: (312			
Two Prudential Pla				Facsimile: (312)			
				Attorney Docket	No. 67/55		
Chicago, Illinois 60601-6780  Pages Enter the total number of pages of the attached conveyance document including any attachments: 2							
Application Number(s) Mark if additional numbers attached  Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).							
Pate	nt Application Num	nbers		Patent Numbers			
08/661,814							
If this document is	being filed together	with a new Patent A	onlication, enter the	date the natent	Month Day Year		
				date the patent	Wolfur Day Teal		
application was signed by the first named executing inventor.  Patent Cooperation Treaty (PCT)							
	tion number only if a	II S Application	PCT	PCT	DOT		
Number has not be		U.S. Application	PCI	PCI	PCT		
ivamber has not be	sen assigned.		DOT	DOT	- DOT		
			PCT	PCT	PCT A		
Number of Brene	41		<u> </u>		<del></del>		
Number of Properties Enter the total number of properties involved:							
Fee Amount  Fee Amount for Properties Listed (37 CFR 3.41): 8  Method of Payment: \$							
Fee Amount for Properties Listed (37 CFR 3.41): 8							
Method of Payment:							
			ree Amount for P	Toperties Listed (37	40.		
	s a check in the amo		ree Amount for P	Toperties Listed (37	661814		
⊠ Enclosed is             □ Charge De             □             □ Charge De             □ Charge De            □ Charge De	s a check in the amo posit Account No. 12	2-1216		,	08661814		
⊠ Enclosed in □ Charge De Authorizati	s a check in the amo posit Account No. 12 on to Charge Additio	2-1216		,	O 08661814 40.		
☐ Enclosed in ☐ Charge De Authorizati	s a check in the amo posit Account No. 12 on to Charge Additio gnature	2-1216 nal Fees to Deposit	Account No. 12-121	6: ⊠ Yes □ N	00000 086618		
☐ Enclosed is ☐ Charge De Authorizati  Statement and Sign To the best of	s a check in the amo posit Account No. 12 on to Charge Additio gnature my knowledge and b	2-1216  nal Fees to Deposit  elief, the foregoing i	Account No. 12-121	6: ⊠ Yes □ N	o 6000000000000000000000000000000000000		
☐ Enclosed is ☐ Charge De Authorizati  Statement and Sign To the best of	s a check in the amo posit Account No. 12 on to Charge Additio gnature	2-1216  nal Fees to Deposit  elief, the foregoing i	Account No. 12-121	6: ⊠ Yes □ N	o 66 attached copy <b>a</b> s a		
☐ Enclosed is Charge De Authorizati  Statement and Sign To the best of true copy of the	s a check in the amo posit Account No. 12 on to Charge Additio gnature my knowledge and b	2-1216 nal Fees to Deposit elief, the foregoing i Charges to deposit	Account No. 12-121  nformation is true an account are authorized.	6: ⊠ Yes □ None of the North	o 66 attached copy <b>a</b> s a		
☐ Enclosed is ☐ Charge De Authorizati  Statement and Sign To the best of	s a check in the amo eposit Account No. 12 on to Charge Additio gnature my knowledge and b e original document.	2-1216 nal Fees to Deposit elief, the foregoing i Charges to deposit  Ll, Runn	Account No. 12-121  nformation is true an account are authorized.	6: ⊠ Yes □ N	o 6000000000000000000000000000000000000		

PATENT

REEL: 9209 FRAME: 0387

Leydig, Voit & Mayer, Ltd. Attorneys at Law Two Prudential Plaza Suite 4900 180 North Stetson Chicago, Illinois 60601-6780

## **ASSIGNMENT**

WHEREAS, Slurry Systems, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having a principal place of business at 6515 E. Melton Road, Gary, Indiana 46403 (hereinafter referred to as "ASSIGNOR"), is the assignee of the entire right, title and interest in and to the invention entitled:

METHOD AND APPARATUS FOR FORMING SUCCESSIVE OVERLAPPING VOIDS IN THE GROUND ALONG A PREDETERMINED COURSE OF TRAVEL AND FOR PRODUCING A SUBTERRANEAN WALL THEREIN

for which invention an application for Letters Patent of the United States was executed on June 11, 1996, under Serial No. 08/661,814 (hereinafter referred to as the "Patent"), as evidenced by the assignment executed by the inventors on June 10, 1996, and recorded in the assignment records of the U.S. Patent and Trademark Office on July 8, 1996, under Reel 8023 and Frame 0065, and

WHEREAS, Dana A. Schmednecht, of 1312 Indiana Avenue, La Porte, Indiana 46350 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title, and interest in, to, and under the Patent and any other similar legal protection to be obtained therefor in the United States of America, and its territorial possessions.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over unto said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to the Patent and to all patents and similar legal protection in the United States and its territorial possessions to be obtained therefor, as well as any continuation, continuation-in-part, divisional, renewal, substitute, or reissue thereof or any legal equivalent thereof in the U.S. for the full term or terms for which the same may be granted, including all priority rights under the International Convention, and ASSIGNOR hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks to issue any said U.S. patents and any legal equivalents thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment. ASSIGNOR assigns to said ASSIGNEE the right to sue and recover for past, present, and future infringement of any of the foregoing.

ASSIGNOR DOES HEREBY CONVENANT and agree with the Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee 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, renewal, reissued, or extended Letters Patents of the United States on the invention, and in enforcing any rights or choses of action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

PATENT REEL: 9209 FRAME: 0388 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.

ASSIGNOR further agrees that it shall hereafter at the request and expense of ASSIGNEE, execute, acknowledge and deliver all such documents and instruments, as may be reasonably required to evidence or effectuate the sale, conveyance, assignment, transfer, and delivery to ASSIGNEE of the Patent.

Date: 5 \12	, 1998	Slurry Systems, Inc.
	by	Fred C. Schmednecht
STATE OF INDIANA	)	President
COUNTY OF LAKE	)	SS

On this 12<sup>TH</sup> day of \_\_\_\_\_\_\_\_\_, 1998, before me, a Notary Public, personally appeared Fred C. Schmednecht, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said

County and State

SEAL