

MRO 10-16-98

FORM PTO-1595
(Rev. 8-93)
OMB No. 0051-0011 (exp. 4/94)

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10-28-1998



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings ☐ ☐ ☐ ☒

To the Honorable Commissioner of

100861818

shed original documents or copy thereof.

1. Name of conveying party(ies):
VSL International Ltd.
Bernstrasse 9
Lyssach, Switzerland 3421

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 25, 1998

2. Name and address of receiving party(ies)

Name: L.B. Foster Company

Internal Address: _____

Street Address: 415 Holiday Drive

City: Pittsburgh State: PA ZIP: 15220

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

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)

09/079,715

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jeffrey L. Wilson, Esq.

Internal Address: _____

Street Address: Jenkins & Wilson, P.A.
Suite 1400 University Tower
3100 Tower Boulevard

City: Durham State: NC ZIP: 27707

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:

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

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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.

Jeffrey L. Wilson
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

10/27/1998 TT0111

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

(Form PTO-1595—Recordation Form Cover Sheet [16-5]—page 1 of 3)

PATENT
REEL: 9530 FRAME: 0237

ASSIGNMENT OF PATENT

WHEREAS, VSL INTERNATIONAL LTD., a corporation organized and existing under the laws of Switzerland (hereinafter referred to as "Assignor"), is the sole and exclusive owner of record in the United States Patent and Trademark Office of U.S. Patent Application Serial No. 9/079,715 for MECHANICALLY STABILIZED RETAINING WALL SYSTEM HAVING ADJUSTABLE CONNECTION MEANS FOR CONNECTING PRECAST CONCRETE FACING PANELS THERETO dated on or about May 5, 1998 and any patents obtained therefrom.

WHEREAS, L.B. FOSTER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, is desirous of acquiring all right, title and interest in, to and under the aforementioned patent application, together with all Canadian and Mexican patents and patent applications corresponding thereto, and the inventions disclosed or covered thereby within the United States of America, Puerto Rico, the Virgin Islands, Canada and Mexico (the "Territory") (hereinafter such patents and patent applications and inventions shall be referred to collectively as the "Patent").

NOW, THEREFORE, for good and valuable consideration, the receipt thereof being hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby sell, assign, transfer and set over to Assignee throughout the Territory the Patent and all divisions, reissues, continuations, renewals, and/or extensions thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, to the end of the terms for which the Patent may be granted, together with all claims by Assignor 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 benefit, and for the use and benefit of its successors, assigns or other legal representatives.

Assignor shall, by its officers, employees, legal representatives or other persons duly authorized, communicate to Assignee or the representatives thereof any and all facts known to it respecting the Patent, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. Assignor additionally agrees to execute short-form copies of this assignment or portions thereof regarding any or all of the aforementioned Patent, as required by Assignee in the future.

Assignor hereby waives any and all rights and privileges to contest the utility, novelty or validity of the Patent.

Assignor warrants that it is the sole and exclusive owner of the Patent, that it has the right to make this Assignment, and that the Patent is free of all liens, security interests, claims or other encumbrances and licenses.

IN WITNESS WHEREOF, Assignor has caused its name to be signed by its duly authorized representative and its corporate seal to be affixed hereto this 25th day of August, 1998.

[CORPORATE SEAL]

VSL INTERNATIONAL LTD.

ATTEST: WITNESS

By Alain LE RIVERT

Name President and CEO

Title _____

State of _____ :

: SS

County of _____ :

The foregoing Assignment of Patent was acknowledged before me on the _____ day of _____, 1998 by _____, _____ of VSL INTERNATIONAL LTD., a Swiss corporation, and who acknowledged his authority and voluntary act to execute this Assignment on behalf of VSL INTERNATIONAL LTD.

[NOTARY SEAL]

Notary Public



[Handwritten signature]