

1-25-99

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SHEET



t. No. 80551-004, 80551-001, 80551-002

To the Honorable Commission  
documents or copy thereof.

100949461

Please record the attached original

1. Name of conveying party(ies): Charles J. Neef

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

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

Name: Wallace, Inc.

Address: 508 Boren Boulevard

3. Nature of conveyance:

City: Seminole

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

State: Oklahoma

Zip: 74868

Execution Date: December 8, 1998

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

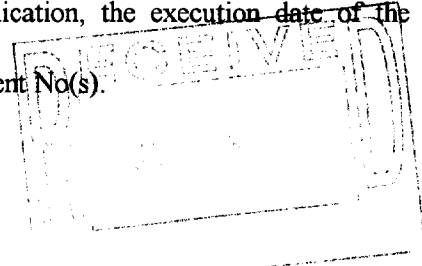
4. Application number(s) or patent number(s):

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

A. Patent Application No(s).

- 08/748,342
- 08/969,680
- 06/030,889

B. Patent No(s).



Additional numbers attached?  Yes  No

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

6. Total no. of applications and patents involved [ 3 ]

Name: Margaret S. Millikin, Esquire

7. Total fee (37 C.F.R. 3.41) \$120.00

Address: McKinney & Stringer, P.C.

101 North Broadway, Suite 800

City: Oklahoma City

State: Oklahoma Zip: 73102

Phone: 405/272-1921

Fax: 405/239-7902

- Enclosed
- Authorized to be charged to deposit account.

8. Deposit Account Number 13-2493

(Attach triplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Margaret S. Millikin  
Name of person signing

Margaret S. Millikin  
Signature

January 14, 1999  
Date

Total number of pages including cover sheet [ \_\_\_\_\_ ]

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MSM/txm/334275

## ASSIGNMENT

WHEREAS Charles J. Neef, an individual residing at 1938 Cranford, #40, Garland, Texas 75041, (hereinafter "ASSIGNOR"), has co-invented certain inventions ("the inventions") for which one provisional and two nonprovisional United States Patent Applications (collectively "the patent applications") have been filed, as follows:

- (1) U.S. Utility Application Serial No. 08/748,342, filed on November 13, 1996, and entitled METHOD AND COMPOSITION FOR FORMING WATER IMPERMEABLE BARRIER;
- (2) U.S. Provisional Application Serial No. 06/030,889 , filed on November 13, 1996 and entitled METHOD AND COMPOSITION FOR FORMING WATER IMPERMEABLE BARRIER; and
- (3) U.S. Utility Application Serial No. 08/969,680, filed on November 13, 1997, and entitled METHOD AND COMPOSITION FOR FORMING WATER IMPERMEABLE BARRIER.

WHEREAS Wallace, Inc., an Oklahoma corporation having a principal place of business at 508 Boren Boulevard, Seminole, Oklahoma 74868 (hereinafter referred to as ASSIGNEE), is desirous of acquiring ASSIGNOR'S entire interest in, to and under said inventions and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries;

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 the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

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 ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to

ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8<sup>th</sup> day of December, 1998.

Charles Neef  
CHARLES J. NEEF

STATE OF TEXAS )  
COUNTY OF Dallas ) ss.

The foregoing was acknowledged before me, a Notary Public, on this 8<sup>th</sup> day of December, 1998, by Charles J. Neef.

Vinita Fuller  
NOTARY PUBLIC

MSM/mrk/322787

