

REEL: 010281 FRAME: 0970

9/30/99

UNITED STATES OF AMERICA

S C H E D U L E

PATENT NOS.

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## **PATENT ASSIGNMENT**

This Patent Assignment is effective this 30 day of July, 1999 by and between Grow Group, Inc., a corporation created and existing under the laws of the State of New York, having offices at 925 Euclid Avenue, Suite 900, Cleveland, Ohio, 44115 (hereinafter "Grow"); and PPG Industries Ohio, <sup>Inc.</sup> a corporation organized and existing under the laws of the State of Delaware, having offices at 3800 West 143<sup>rd</sup> Street, Cleveland, Ohio 44111, (hereinafter "PPG").

WHEREAS, Grow is the owner of the entire right, title and interest in Letters Patent of the United States of America as set forth and identified in Attachment A, and the inventions covered thereby (hereinafter collectively referred to as "Patent Rights").

WHEREAS, PPG desires to acquire the entire right, title and interest in, to and under said Patent Rights;

NOW THEREFORE, Grow and PPG mutually agree as follows:

1) In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grow hereby sells, assigns, transfers, and has sold, assigned, transferred and set over to PPG said Patent Rights, and any division or reissue patent thereof which may be granted, the same to be held and enjoyed by PPG for its own use and enjoyment, and for the use and enjoyment of PPG's successors, assigns or other legal representatives, to the end of the term or terms of the respective patents within Patent Rights, which are granted or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by Grow if this assignment and sale had not been made.

2) For such good and valuable consideration, Grow hereby further assigns and sells to PPG, all rights and interests in, to and arising from any infringement of any of the patents in Patent Rights, including, without limitation, all claims for damages and profits for any infringements which

occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

3) Grow hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks to transfer registration of any and all patents within Patent Rights to PPG as the assignee of the entire right, title and interest, and hereby covenants that Grow has the full right to convey such entire right, title and interest herein assigned.

4) This Assignment shall bind and inure to the benefit of the parties hereto and to their respective successors and assigns.

GROW GROUP, INC.  
NKA THE GLIDDEN COMPANY  
By: [Signature]  
Title: ASSISTANT SECRETARY

STATE OF                                }  
                                              }     SS:  
COUNTY OF                        }

Before me, a Notary Public, in and for the State of Ohio, personally appeared the above-named Mary D. Schoenmy, known to me to be the person described hereinabove, who acknowledged that he did sign the foregoing Patent Assignment and the same is his free act and deed; and in testimony whereof, I have affixed my name and official seal at Cleveland, Ohio this 30<sup>th</sup> day of July, 1999.

My Commission Expires:

\_\_\_\_\_  
(Printed Name)

[Signature]  
Notary Public  
McKINLEY HOBART SAUER III  
Attorney at Law  
Notary Public - State of Ohio  
My commission has no expiration  
date. Section 147.03 R.C.

## ATTACHMENT A

### PATENT

<u>Patent No.</u>	<u>Date Issued</u>	<u>Inventor</u>
5,423,919	June 13, 1995	Jerry A. Dieter
5,616,183	April 1, 1997	Jerry A. Dieter, et al
4,339,248	July 13, 1982	James W. Garner
4,333,845	June 8, 1982	James W. Garner
4,263,352	April 21, 1981	Thomas F. Kaltenbach

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