

01-06-2000

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FORM PTO-1585

REC

101238904

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

1/31/92

To the Honorable Commissioner of Patents and Trademarks: Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Raven Industries, Inc.

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

Name: PENDA GLASSTITE, INC.

Internal Address: 2344 W. Wisconsin St.

Postage: WI 53901-0449

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of conveyance:

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

Execution Date 10/29/99

Street Address: 2344 W. Wisconsin St.

City: Postage State: WI Zip: 53901-0449

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)

09/019,003
09/128,092

B: Patent No.(s)

Additional numbers attached? Yes No

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

Hill & Simpson, P.C.
85th Floor Sears Tower
233 S. Wacker Drive
Chicago, IL 60606

6. Total number of applications and patents involved

2

7. Total Fee (37 CFR 3.41) \$ 80.00

- Enclosed
- Authorized to be charged to deposit account any Additional fees

8. Deposit Account Number:

08-2290

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

01/05/2000 DCBATES 00000094 09019003

DO NOT USE THIS SPACE

01 FC:581 9. Statement and signature \$0.00 SP

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.

Kevin W. Gwynn
Name of Person Signing

Kevin W. Gwynn
Signature

December 24, 1999
Date

Total number of pages 2

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

PATENT
REEL: 010466 FRAME: 0191

PATENT ASSIGNMENT

This Agreement is made and entered into as of October 29, 1999, by and between RAVEN INDUSTRIES, INC., a South Dakota corporation (the "Assignor"), and PENDA GLASSTITE, INC., a Florida corporation (the "Assignee").

Preliminary Statements:

A. This Agreement is being entered into in connection with the Asset Purchase Agreement between Assignor and Assignee, dated as of the date hereof (the "Purchase Agreement"). Under the Purchase Agreement, Assignee has acquired substantially all of the assets (and is assuming certain of the liabilities) of Glasstite Inc., of which Assignor is the sole stockholder;

B. Assignor wishes to assign all of its rights, title and interest relating to certain of its intellectual property to Assignor, and Assignee is desirous of acquiring an interest therein;

Agreement:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. This Agreement is executed and delivered pursuant to the Purchase Agreement and is subject to the terms and conditions thereof. Unless defined herein, any terms defined in the Purchase Agreement and used herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and transfers to Assignee, and its successors in interest, the full and exclusive right in the United States of America and all foreign countries, including the right to claim priority under the Paris Convention, to the inventions described in the specifications of the patents and patent application identified below, said inventions and all applications for Letters Patent and all Letters Patent therefore to be held and enjoyed by Assignee to the full end of the term for which said Letters Patent are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made and further including the right to enforce said Letters Patent for past infringement or otherwise:

- a. U.S. Patent Application No. 09/019,003 entitled "Slide-Over Rear Door For Automotive Applications; and
- b. U.S. Patent Application No. 09/128,092 entitled :TRUCK CAP TAILGATE PROTECTOR.

3. Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of applications for Letters Patent of the United States of America and all foreign countries on, for litigation regarding, or for the purpose of protecting title to said inventions or Letters Patent therefore for the benefit of Assignee without further or other compensation than that as set forth herein.

4. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota, without regard to applicable conflicts of laws provisions. For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and assigns of the parties hereto.

IN WITNESS WHEREOF each of the parties has executed this Agreement as of the date set forth above.

ASSIGNOR

RAVEN INDUSTRIES, INC.

By: *R. M. Moquist*
Ronald M. Moquist
Executive Vice President

State of Minnesota)
County of Hennepin) ss.

On this 29th day of October, 1999, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.

(seal) 

Mark W. Thomas
Notary Public,
Hennepin County, State of Minnesota
My Commission Expires: 1-31-2005

ASSIGNEE

PENDA GLASSTITE, INC.

By: *Leo E. Winer*
Leo E. Winer
Vice President and Chief Financial Officer

State of Minnesota)
County of Hennepin) ss.

On this 29th day of October, 1999, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that they executed the same of their own free will for the purpose therein set forth.



Mark W. Thomas
Notary Public,
Hennepin County, State of Minnesota
My Commission Expires: 1/31/2005