



06-28-2000



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FORM PTO-1595 (modified)
(Rev. 8-93)

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

PATENTS ONLY

OMB No. 0651-0011 (exp. 4/94)

Attorney Docket: 074052/0183

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

1. Name of conveying party(ies):

Rudolf Roth

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

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

Name: Coastal Construction Products, Inc.

Internal Address:

Street Address: 1901 Service Street

City: Jacksonville State: FL ZIP: 32207

Additional name(s) & address(es) attached? No

3. Nature of conveyance:

Assignment ☒

Merger

Security Agreement

Change of Name

Other

Execution Date: May 18, 2000

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)

B. Patent No.(s) 5,347,767

Additional numbers attached? No

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

Name: Glenn Law

Internal Address: Foley & Lardner

Street Address: 3000 K Street, NW, Ste. 500

City: Washington State: DC ZIP: 20007

6. Total number of applications and patents involved:

1 patent

7. Total fee (37 C.F.R. § 3.41). \$ 40.00

8. Deposit account number: 19-0741

☒ Enclosed

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

☐ Authorized to be charged to deposit account

06/27/2000 DCMTES 00000336 5347767

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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.

Glenn Law 34,371

Name of Person Signing

Signature

June 12 2000
Date

Total number of pages including cover sheet, attachments, and document: 3

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

ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Rudolf Roth, (hereinafter ASSIGNOR) has sold and assigned, and by these presents hereby sells and assigns, unto

name and Coastal Construction Products, Inc.
address of 1901 Service Street, Jacksonville, Florida 32207
assignee

(hereinafter ASSIGNEE) all right, title and interest for the United States, its territories and possessions in and to this invention relating to

title of
invention FIRE RETARDANT SLEEVE

as set forth in United States Patent No. 5,347,767, which issued to Rudolf Roth on September 20, 1994, (hereinafter the '767 PATENT),

including any and all divisions or continuations thereof and including any and all reissues, reexaminations or extensions thereof, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the ASSIGNOR had this assignment not been made.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent, reissues, and reexamination certificates for this invention to said ASSIGNEE, its successors or assigns in accordance herewith.

ASSIGNOR warrants and covenants that ASSIGNOR has the full and unencumbered right to sell and assign the interests herein sold and assigned and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR further warrants and covenants that: (i) ASSIGNOR, Rudolf Roth, is the sole inventor of the subject matter claimed in the '767 PATENT; (ii) ASSIGNOR is the sole and exclusive owner of the '767 PATENT and that the '767 PATENT is not subject to any liens, mortgages, commitments, obligations, encumbrances, or security interest of any form or nature whatsoever; (iii) except for the Order of Steven H. Friedman, United States Bankruptcy Judge, of November 9, 1999 (recorded at the U.S. Patent and Trademark Office at reel 010531, frame 0069), there are no orders, judgments, decrees, injunctions, or decisions relating to the '767 PATENT to the best of his knowledge and belief; (iv) there are no licenses or options with respect to the '767 PATENT; (v) the '767 PATENT has not been subject to any challenges in the courts or in the U. S. Patent and Trademark Office to the best of his knowledge and belief; (vi) ASSIGNOR has not received any notices, letters, or communication from any third party challenging ASSIGNOR'S inventorship, ASSIGNOR'S ownership or the validity or enforceability of the '767 PATENT; (vii) to the best of ASSIGNOR'S knowledge and belief, the '767 PATENT is valid and enforceable; and (viii) the maintenance fees for the '767 PATENT that are due prior to the date of this Assignment Agreement are current and have been paid in full.

The breach of any warranty, covenant, or obligation set forth herein shall entitle ASSIGNEE to the return of its purchase price of the '767 PATENT plus all reasonable attorney fees expended in any defense of the '767 PATENT that is unsuccessful. In the event of Roth's successful defense of the Roth Patent, Coastal shall pay any reasonable attorney fees incurred by Roth.

The ASSIGNOR further covenants and agrees that he will communicate to said ASSIGNEE, its successors, legal representatives or assigns all information known to him relating to said invention and the '767 PATENT and that he will execute and deliver any papers, make all rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns, to assist ASSIGNEE, its successors, legal representatives or assigns in reissuing, reexamining, defending or enforcing the '767 PATENT.

ASSIGNOR further transfers, sells, and assigns the right to sue for past and future infringement of the '767 PATENT, including the right to obtain an injunction and to collect and retain all damages, royalties, lost profits, and settlements related to enforcing the '767 PATENT.

The ASSIGNOR hereby authorizes the firm of **FOLEY & LARDNER** to insert in this Assignment Agreement any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment Agreement.

5-18-00
Date

Rudolf Roth
Rudolf Roth

5-18-00
Date

[Signature]
Witness

5-18-00
Date

[Signature]
Witness