

01-23-2001

ASSIGNMENT



SHEET Patents Only

To the Honorable Commissioner of Patents:

101590518

Patent Dkt. No.: 020293/201351

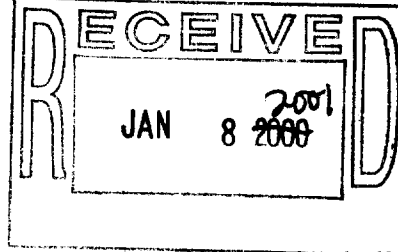
Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Boral Industries, Inc.

1-8-01

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

 United States Tile Co.  
 909 West Railroad Street  
 Corona, California 91720
Additional name(s) of conveying party(ies) attached? Yes ☐ No ☒Additional name(s) & address(es) attached? Yes ☐ No ☒

3. Nature of conveyance:

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

Execution Date: December 24, 20004. Application No. 29/101,759

Patent No.

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

Additional numbers attached? Yes ☐ No ☒

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

 Gregory T. Gronholm, Esq.  
**ALSTON & BIRD LLP**  
 P. O. Drawer 34009  
 Charlotte, NC 28234-4009

6. Total number of applications and patents involved:

17. Total fee (37 CFR 3.41) \$40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: 16-0605

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.

 Gregory T. Gronholm, Reg. No. 32,415  
 Name of Person Signing

Signature

January 4, 2001  
 Date
Total number of pages including cover sheet, attachments and document: 4
 01/22/2001 DBYRNE 00000188 29101759  
 01 FC:581 40.00 DP

 PATENT  
 REEL: 011438 FRAME: 0084

## ASSIGNMENT

THIS ASSIGNMENT, made by **Boral Industries, Inc.**, a corporation of the state of Georgia, having its principal place of business at 200 Mansell Court East, Suite 310, Roswell, Georgia 30076, hereinafter referred to as Assignor;

WITNESSETH: That,

WHEREAS, as shown by the records of the United States Patent and Trademark Office, Assignor has previously acquired all right, title, and interest in and to the United States patent and/or patent applications identified on the attached Schedule and in and to all corresponding patents and/or patent applications worldwide, and in and to the inventions represented thereby (all hereinafter referred to as the "Patents"); and,

WHEREAS **United States Tile Co.**, a corporation of the state of California, having its principal place of business at 909 West Railroad Street, Corona California 91720, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title, and interest in and to said Patents and in and to the inventions represented thereby; and

WHEREAS, the parties have agreed to the Assignment hereinafter set forth;

NOW, THEREFORE, To All Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above Assignor has sold and by these presents does hereby sell, assign, transfer, and convey unto the said Assignee, its successors and assigns, its entire right, title, and interest in and to said Patents and the inventions represented thereby, and any and all continuations, continuations-in-part, or divisions thereof, and any and all Letters Patent or reissues, reexaminations, or extensions thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim priority in all foreign countries in accordance with the International Convention; all rights corresponding to said Patents in foreign countries throughout the world; and all of its rights to sue for past infringement of said Patents worldwide, together with all claims for damage by reason of past infringement of said Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment; all to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

From time to time after the date hereof, at the request of either party hereto, and at the expense of the party so requesting, each of the parties hereto shall execute and deliver to such requesting party such documents and take such other action as such requesting party may

reasonably request in order to consummate more effectively the transactions contemplated hereby.

The Assignor further covenants and agrees that, at the time of the execution and delivery of these presents, it possesses full title to the inventions and Patents thereon as earlier identified, and that it has the unencumbered right and authority to make this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be executed this 24<sup>th</sup> day of December, 2000.

By:  (SEAL)  
(Print Name of Authorizing Officer)  
BORAL INDUSTRIES, INC.

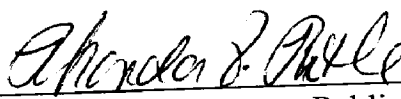
Its: Vice President  
(Title)

STATE OF Georgia)  
COUNTY OF Fulton)

This 24<sup>th</sup> day of December, 2000, personally came before me, Rhonda F. Pirtle, a Notary Public for said County and State, Ernest C. McLean III who, being by me duly sworn, says that he is Vice President of Boral Industries Inc a corporation, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said company, and that said writing was signed and sealed by him in behalf of said corporation by its authority duly given. And the said Ernest C. McLean III acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and official seal, this the 24<sup>th</sup> day of December, 2000.

(Official Seal)

  
Notary Public

Rhonda F Pirtle  
Notary Public, Fulton County, Georgia  
My Commission Expires April 4, 2003

My commission expires: \_\_\_\_\_

**SCHEDULE A**

<u>Appl. No.</u>	<u>Filing Date</u>	<u>Title</u>
29/101,759	March 11, 1999	<i>"Roof Tile Having Simulated Wood Appearance"</i>