

FORM PTO-1619A
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U.S. Department of Commerce
Patent and Trademark Office
PATENT

04-27-2001



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**RECORDATION FORM COVER SHEET
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4-11-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID # _____

Correction of PTO Error
Reel # _____ Frame # _____

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Conveyance Type

Assignment **Security**

License **Change of Name**

Merger **Other** _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File **Secret File**

Conveying Party(ies) **Mark if additional names of conveying parties attached**

Name (line 1) Fusion Coatings, Inc. Execution Date: Month 12 Day 02 Year 1998

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date: Month _____ Day _____ Year _____

Name (line 2) _____

\$731042

Receiving Party **Mark if additional names of conveying parties attached**

Name (line 1) RTM, INC. **If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**

Name (line 2) _____

Address (line 1) 4356 Duncan Avenue

Address (line 2) _____

Address (line 3) St. Louis MO 63110
City State/Country Zip Code

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

FOR OFFICE USE ONLY

04/25/2001 GT0N11 00000231 5731042

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

PATENT
REEL: 011712 FRAME: 0940

Correspondent Name and Address Area Code and Telephone Number (314) 259-2699

Name Roxana Wizorek

Address (line 1) Bryan Cave LLP

Address (line 2) 211 North Broadway, Suite 3600

Address (line 3) St. Louis, MO 63102-2750

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments # 2

Application Number(s) or Patent Number(s) Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property.)

Patent Application Number(s)			Patent Number(s)		
			5,731,042		
			5,891,579		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties Enter the total number of properties involved # 2

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ \$80.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 02-4467

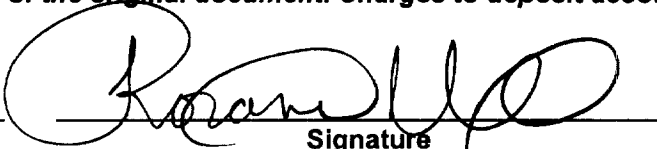
Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein

Roxana Wizorek

Name of Person Signing



Signature

4/11/01

Date Signed

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement"), dated as of December 2, 1998, is entered into by and between, FUSION COATINGS, INC., a corporation organized and existing under the laws of the State of Minnesota, having a place of business located at 1101 E. Sanborn Street, Winona, Minnesota 55987 (the "Company") and RTM, INC., a corporation organized and existing under the laws of the State of Missouri, having a place of business located at 4356 Duncan Avenue, St. Louis, Missouri 63110 ("Buyer").

RECITALS

A. FUSION COATINGS, INC. is owner of record of Glende et al. U.S. Patent No. 5,731,042 for "Protectively Coated Outdoor Fixtures", which issued on March 24, 1998 (the "042 Patent"), and U.S. Patent Application Serial No. 08/974,616 (the "616 Application"); and

B. Buyer desires to acquire all right, title, and interest that the Company now has and/or which it may acquire in, to and/or under: (i) the 042 Patent; (ii) the 616 Application; (iii) and any and all continuation, continuation-in-part, continuing, divisional, reissue, reexamination, foreign counterparts, Patent Cooperation Treaty, or the like, applications and patents relating to the '042 Patent and the '616 Application; (iv) any and all improvements relating thereto which were conceived, reduced to practice, and/or otherwise developed prior to the date of this Agreement; (v) any and all know-how and confidential, proprietary, and/or trade secret information relating to the business and/or activities of the Company; (vi) the Company's research and development; (vii) any work performed by any employee for or in connection with the Company; and (viii) any and all other intellectual property, in whatever form or medium, which the Company may have or own; and

C. The Company now desires to assign, transfer, and convey to Buyer any and all right, title and interest that the Company now has, may have, and/or which it may in the future acquire, in, to or under: (i) the 042 Patent; (ii) the 616 Application; (iii) and any and all continuation, continuation-in-part, continuing, divisional, reissue, reexamination, foreign counterparts, Patent Cooperation Treaty, or the like, applications and patents relating to the '042 Patent and the '616 Application; (iv) any and all improvements relating thereto which were conceived, reduced to practice, and/or otherwise developed prior to the date of this Agreement; (v) any and all know-how and confidential, proprietary, and/or trade secret information relating to the business and/or activities of the Company; (vi) the Company's research and development; (vii) any work performed by any employee for or in connection with the Company; and (viii) any and all other intellectual property, in whatever form or medium, which the Company may have or own;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual premises, and the respective promises, covenants and obligations of the parties set forth herein, the Company and Buyer, intending to be legally bound, each agree as follows:

1. **Assignment.** For \$100 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company does hereby sell, assign, and transfer to Buyer, its successors and assigns, and Buyer hereby agrees to receive and accept, any and all right, title and interest that the Company now has, may have, and/or which it may in the future acquire, in, to or under:

(a) the 042 Patent; (b) the 616 Application; (c) and any and all continuation, continuation-in-part, continuing, divisional, reissue, reexamination, foreign counterparts, Patent Cooperation Treaty, or the like, applications and patents relating to the '042 Patent and the '616 Application; (d) any and all improvements relating thereto which were conceived, reduced to practice, and/or otherwise developed prior to the date of this Agreement; (e) any and all know-how and confidential, proprietary, and/or trade secret information relating to the business and/or activities of the Company; (f) the Company's research and development; (g) any work performed by any employee for or in connection with the Company; (h) all patents, patent applications, patent continuation applications, continuation-in-part patent applications, patent reissue applications, divisional patent applications, trademarks, service marks, trademark and service mark applications and registrations, trade names, copyrights, copyright applications, copyright registrations, derivative works, designs, artwork, ad copy, mock-ups, story-boards, videos, inventions, discoveries, processes, methods, systems, procedures, know-how, tangible works of expression, works, improvements, and ideas associated with the ongoing and existing business of the Company; and (i) any and all other intellectual property, in whatever form or medium; (hereinafter collectively "ASSIGNED PROPERTY");

and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of said ASSIGNED PROPERTY.

2. **Representations & Warranties.**

(a) The Company represents and warrants that:

(i) it is the owner of the ASSIGNED PROPERTY free and clear of any liens or encumbrances;

(ii) it has not transferred, conveyed, or assigned to any person or entity other than Buyer, and has not in any way encumbered or impaired, any of his right, title or interest in, to or under any of the ASSIGNED PROPERTY;

(iii) the execution, delivery and performance of this Agreement by the Company does not and will not conflict with or violate or constitute a default or breach under any provision of any security agreement, license agreement, or other agreement or instrument, or any order, judgment or decree or other restriction of any kind or nature binding on the Company, or violate any law or regulation binding on the Company; and

(iv) the Company has no knowledge of any facts that would or could render the 042 Patent or the 616 Application unpatentable, invalid or unenforceable; and/or (iii) render Buyer or any successors or assigns liable to any third-parties for patent infringement, misappropriation of trade secrets, trademark infringement, copyright infringement, or other causes of action as a consequence of Buyer's and/or any successors or assigns use of any of the ASSIGNED PROPERTY and/or manufacture, use, offer for sale, sale or license of any products or processes claimed or disclosed in any of the ASSIGNED PROPERTY.

(b) Buyer represents and warrants as follows:

(i) The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary actions on the part of Buyer and does not and will not conflict with or violate or constitute a default or breach under any provision of any security agreement, license agreement, or other agreement or instrument or any order, judgment or decree or other restriction of any kind or nature binding on Buyer, or violate any law or regulation binding on Buyer.

3. **Cooperation.** The Company does hereby agree to, at no charge, fully cooperate in assisting Buyer and/or any successors or assigns thereof in providing any necessary information required to draft, file, and prosecute applications for, and/or otherwise protect, any of the ASSIGNED PROPERTY and, further, in documenting, recording and/or otherwise establishing Buyer's and/or any successors or assigns ownership in, to and under any of the ASSIGNED PROPERTY. Such cooperation shall include, but shall not be limited to, assisting with the drafting of applications, preparing, executing and filing patent applications and documents relating thereto, responding to official actions, and duly executing assignment documents.

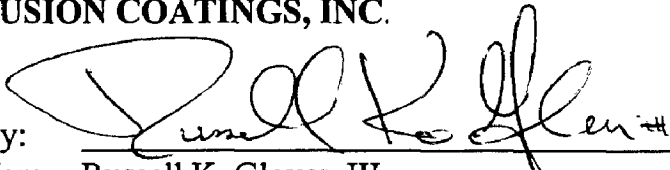
4. **Integration.** This Agreement contains the entire agreement between the parties and supersedes all other agreements, representations, and warranties, expressed or implied, between the parties concerning the ASSIGNED PROPERTY.

5. **Binding.** This Agreement shall be binding upon the parties hereto, and their respective permitted heirs, successors and assigns.

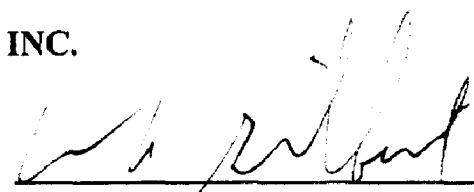
6. **Headings.** All Article and Section headings are provided in this Agreement for convenience only and shall not be deemed to substantively alter the content of this Agreement.

WHEREFORE, the parties have each caused this Agreement to be duly executed below, on the date indicated.

FUSION COATINGS, INC.

By: 
Name: Russell K. Glover, III
Title: President

RTM, INC.

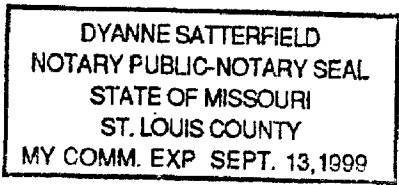
By: 
Name: William A. Gilbert
Title: Chief Executive Officer

State of Missouri)
County of City of St. Louis) SS

On this 2nd day of December, 1998, before me, a Notary Public in and for the City of St. Louis in the State of Missouri, personally appeared Russell K. Glover, III, to me known to be the president of FUSION COATINGS, INC. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment Agreement as the free act and deed of said corporation.

Dyanne Satterfield
Notary Public

My commission expires:



State of Missouri)
County of City of St. Louis) SS

On this 2nd of December, 1998, before me, a Notary Public in and for the City of St. Louis in the State of Missouri, personally appeared William A. Gilbert, to me known to be chief executive officer of RTM, INC. and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment Agreement as the free act and deed of said corporation.

Dyanne Satterfield
Notary Public

My commission expires:

