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U.S. PAT



Case Docket No. 00040

101745350

DEPARTMENT OF COMMERCE

Patent and Trademark Office

RECORDATION FORM COVER SHEET  
PATENTS ONLY

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

1. Name of conveying party(ies):

Kevin J. Smith

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

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

Name: DRAVO LIME, INC.

Street Address:

11 Stanwix Street  
Pittsburgh, PA 15222

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

3. Nature of conveyance: **Assignment**

Execution Date: **May 31, 2001**

Title: METHOD OF REMOVING SULFUR DIOXIDE FROM A GASEOUS STREAM  
IN A WET SCRUBBING UNIT

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)

09/817,939

Additional numbers attached? Yes No XX

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

Name: Armstrong, Westerman, Hattori,  
McLeland & Naughton, LLP  
Law and Finance Building  
Suite 707, 429 Fourth Avenue  
Pittsburgh, PA 15219

6. Total number of applications and patents involved: 1

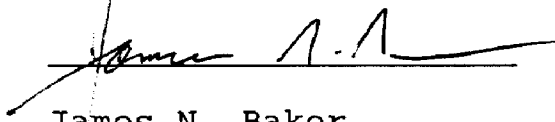
7. Total fee (37 CFR 3.41). . . . . \$ 40.00

XX Check enclosed

8. Deposit Account No.: 16-0485

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.



Date June 4, 2001

James N. Baker  
Reg. No.: 40,899

Total number of pages including cover sheet: 4

Rev. 9/94  
Q: FORMS/ASSIGN. PTO

A S S I G N M E N T

WHEREAS I, Kevin J. Smith,  
residing in 111 Watson Drive, Monongahela, PA 15063,  
have invented certain new and useful improvements in METHOD OF REMOVING  
SULFUR DIOXIDE FROM A GASEOUS STREAM IN A WET SCRUBBING UNIT,  
for which I have filed an application for United States  
Letters Patent on March 27, 2001 as Serial No. 09/817,939

AND WHEREAS DRAVO LIME, INC.  
11 Stanwix Street  
Pittsburgh, PA 15222,

hereinafter called the "assignee," is desirous of acquiring the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration paid to me by said assignee, receipt whereof I hereby acknowledge, I do hereby assign, sell, transfer, and set over unto said assignee the entire right, title, and interest in and to said application and the inventions and improvements therein disclosed for the United States of America and all foreign countries, including all of my rights under the International Convention for the Protection of Industrial Property, and any Letters Patent which may issue therefor in the United States of America and all foreign countries, and all divisions, reissues, continuations, renewals, and/or extensions thereof, said assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by me had this assignment not been made.

The Commissioner of Patents is requested to issue such Letters Patent in accordance herewith. I covenant that I am the lawful owner of the said application, inventions, and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said inventions or improvements or any of them, and that I have the full right to make this assignment.

And for the consideration aforesaid, I agree that I will communicate to said assignee or the representatives thereof any facts known to me respecting said inventions and improvements, and will, upon request, but without expense to me, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal, and/or extension applications, make all rightful oaths, and generally do all

other and further lawful acts, deemed necessary or expedient by said assignee or by counsel for said assignee, to assist or enable said assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon my heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said assignee.

I further expressly appoint said assignee as my attorney in fact with power of appointment, and authorize said assignee or his appointee, at its or his discretion, to apply for Letters Patent in any and all countries, including any and all countries which are or may become parties to the International Convention for the Protection of Industrial Property in accordance with all provisions of said Convention, without, however, any expense to me.

EXECUTED 31 May, 2001.

Kevin J. Smith (SEAL)  
Kevin J. Smith

State of Pa )  
County of Allegheny ) SS:

Before me, a Notary Public in and for the said County and State, personally appeared Kevin J. Smith, who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 31<sup>st</sup> day of May, 2001.

Robert J. Klug  
Notary Public

Notarial Seal  
Robert J. Klug, Notary Public  
Coraopolis Boro, Allegheny County  
My Commission Expires Mar. 11, 2002  
Member, Pennsylvania Association of Notaries