

07-06-2001



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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PATENTS ONLY

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

## 1. Name of conveying party(ies):

TER-EL CO., Ltd.

6-27-01

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

Name: Dietrich Industries, IncInternal Address: One Mellon Bank CenterAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

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

Execution Date: May 29, 2001Street Address: Suite 2226, 500 Grant StreetCity: Pittsburgh State: PA Zip: 15219Additional name(s) and 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)

B. Patent No.(s)

5,784,850

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Thomas J. Edgington, Esq.Internal Address: Kirkpatrick & Lockhart LLPHenry W. Oliver BuildingStreet Address: 535 Smithfield StreetCity: Pittsburgh State: PA Zip: 15222-23126. 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:

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

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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.

Thomas J. Edgington

Name of Person Signing

Signature

Date

6-27-01

Total number of pages including cover sheet, attachments, and documents: 16Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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PATENT  
REEL: 011934 FRAME: 0730

## AMENDED PATENT ASSIGNMENT

This Amended Patent Assignment is made as of May \_\_, 2001, by and between TER-EL CO., Ltd., an Ohio limited liability company ("Assignor") and DIETRICH INDUSTRIES, INC., a Pennsylvania corporation ("Assignee") to amend and supersede the Patent Assignment dated as of February 6, 2001.

WHEREAS, Assignor is (i) a limited liability company duly organized and existing under and by virtue of the laws of Ohio and having a principal place of business at 1185 Lloyd Road, Wickliffe, Ohio 44092, (ii) the owner of the entire and exclusive right, title and interest in, to and under the United States and PCT (Patent Cooperation Treaty) patents and patent applications set forth on Exhibit A hereto and the respective inventions described and claimed therein, along with all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of intellectual property (collectively, the "Patent Rights"); and

WHEREAS, Assignee (i) is a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania and having a place of business at One Mellon Bank Center, Suite 2226, 500 Grant Street, Pittsburgh, Pennsylvania 15219 and (ii) desires to acquire the entire and exclusive right, title and interest in, to and under the Patent Rights.

WHEREAS, Assignor and Assignee desire to correct a typographical error made in the February 6, 2001 Patent Assignment wherein the provisional application serial number was incorrect.

NOW, THEREFORE, in consideration of One Million Five Hundred Thousand U.S. Dollars (\$1,500,000), plus the Deferred Payments (as defined in that certain Asset Purchase Agreement dated the date hereof between Assignor and Assignee) and other good and valuable consideration paid by the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, and transfers to the Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all renewals, divisions, substitutes, reissues, continuations, continuations-in-part, and all reissues or extensions thereof, and every priority right that is or may be predicated upon or arise from said Patent Rights, to the full end of the term and any extensions thereof for which said Patent Rights may be granted as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

The Assignor hereby acknowledges that this Assignment, being of the entire right, title and interest in and to the Patent Rights, carries with it the right in the Assignee to apply for and obtain from competent authorities, in all countries of the world, any and all Letters Patent by attorneys and agents of the Assignee's selection and the right to procure the grant of all Letters Patent to the Assignee, for its own name as assignee of the entire right, title and interest in and to the Patent Rights.

The Assignor hereby further agrees to execute upon reasonable request any other lawful documents and likewise to perform any other lawful acts which may be reasonably necessary to aid the Assignee, its successors, assigns, and legal representatives, but at its or their expense and charges, to obtain and enforce the Patent Rights.

The Assignor hereby covenants that it has full right to, and hereby does, authorize and request the United States Commissioner of Patents and Trademarks, or other proper governmental authority, to issue all Letters Patent or other documents evidencing the Patent Rights to the Assignee, its successors and assigns, in accordance with this Assignment.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO PATENT ASSIGNMENT

TER-EL CO., LTD.

By: Name: TED J. TERESZYN

Title: \_\_\_\_\_

By: Name: WM L ELDERSON

Title: \_\_\_\_\_

STATE OF OHIO

)

) SS:

COUNTY OF ~~CUYAHOGA~~ LAKE )

On this 29<sup>th</sup> day of <sup>May</sup>~~February~~, 2001, before me personally appeared TEO TERECZUK, of Ter-El Co., Ltd., known to me as the person described in and who executed the foregoing instrument, and acknowledged that he executed the same under the authority of Ter-El Co., Ltd. as its free act and deed.



*Sally Murphy*  
Notary Public

My Commission expires My Commission Expires: 11/13/2005  
Recorded in Lake County

SALLY MURPHY

Notary Public, State of Ohio

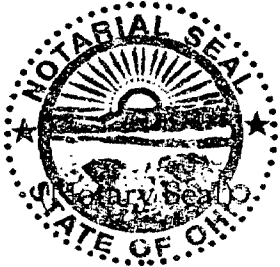
STATE OF OHIO

)

) SS:

COUNTY OF ~~CUYAHOGA~~ LAKE )

On this 29<sup>th</sup> day of <sup>May</sup>~~February~~, 2001, before me personally appeared William Elderson, of Ter-El Co., Ltd., known to me as the person described in and who executed the foregoing instrument, and acknowledged that he executed the same under the authority of Ter-El Co., Ltd. as its free act and deed.



*Sally Murphy*  
Notary Public

My Commission expires: My Commission Expires: 11/13/2005  
Recorded in Lake County

SALLY MURPHY

Notary Public, State of Ohio

My Commission Expires: 11/13/2005

Recorded in Lake County

## SCHEDULE A

## PATENTS

<u>Patent Number</u>	<u>Patent Title</u>
1. 5,784,850	Stud Wall System and Method Using Spacer Member
2. 6,021,618	Stud Wall System and Method Using Spacer Member
3. 60/229,583 Provisional Application	Bridging system for Off Module Studs
4. PCT/US00/11991 International Patent Application	Stud Wall System and Method Using Combined Bridging Spacing Device