

12-04-2001

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03

HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



Tab settings → → → ▼

101905764



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

1. Name of conveying party(ies):

Steven Joseph Wantling  
Bonnie Sterrard Zepka

11/16/01

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

Name: Borden Chemical, Inc.

Internal Address: \_\_\_\_\_

Street Address: 180 East Broad Street

City: Columbus State: OH ZIP: 43215

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: 10-31-01

4. Application number(s) or patent numbers(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)

none assigned yet

Additional numbers attached?  Yes  No

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

Name: Michael M. Geoffrey

Internal Address: Gardner, Carton & Douglas

Street Address: 321 North Clark, Suite 3400

City: Chicago State: IL ZIP: 60610

6. Total number of applications and patents involved: 1

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

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

07-0181

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

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.

Michael M. Geoffrey

November 16, 2001

Name of Person Signing

Signature

3

Date

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

J4903 U.S. PTO  
09/19/01  
11/16/01

**ASSIGNMENT**

In consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, we, Steven Joseph Wantling and Bonnie Sherrard Zepka (the "Assignors"), hereby agree to assign, and do hereby assign to Borden Chemical, Inc., a corporation, having a principal place of business at 180 East Broad Street, Columbus, Ohio 43215, and to its successors, legal representatives and assigns (the "Assignee"), the entire right, title and interest throughout the world in and to the inventions and improvements in "WATER-RESISTANT GYPSUM FORMULATIONS" jointly invented by us, together with the patent rights and rights of protection to the invention or improvements throughout the world, including any patent rights which may result or claim priority from United States Patent Application Serial No. \_\_\_\_\_, filed \_\_\_\_\_, and in and to any and all divisional, continuation, reissue, reexamination, renewal, extension, substitution and confirmation applications and patents granted thereon, to be held and enjoyed by the Assignee for its own use and behalf as fully and entirely as if the invention or improvements would have been held and enjoyed by us if this Assignment had not been made.

Assignors warrant that Assignors are the sole and exclusive owners of the interests assigned herein and have the right to make this Assignment. Assignors further warrant that there are no prior sales, assignments, leases, agreements or any encumbrances of any type in the interests assigned herein. Assignors agree that Assignors will not execute any writing or do any act whatsoever which conflicts with the interests assigned herein.

Assignors authorize Assignee to make application on its own behalf for patent rights and rights of protection in countries foreign to the United States and where expedient to claim under international law or convention or the laws of any particular country (such as the International Convention for the Protection of Industrial Property) for any such application the date of the United States application as priority to such other application. Assignors further authorize Assignee to claim under international law or convention or the laws of any particular country such priority rights without further written or oral authorization from us. Assignors consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required under international law or convention or the laws of any particular country for any purpose, including the right of Assignee to claim such priority rights.

Assignors authorize and request the patent office officials in the United States and in countries foreign to the United States to issue the patent rights to the Assignee.

Assignors authorize and request the attorneys of record in the application to insert in this Assignment the date and serial number of the application when known.

Assignors hereby agree, upon the request and at the expense of the Assignee, but without further or additional consideration, to execute any and all divisional, continuation, reissue, reexamination, renewal, extension, substitution and confirmation applications for the invention or improvements, and any necessary oath or supplemental oath or affidavit relating thereto, that the Assignee may deem necessary or expedient. Assignors agree to promptly provide Assignee all pertinent facts and documents relating to the invention of which Assignors know or of which Assignors in the future become aware. Assignors further agree, upon the request of the Assignee, in the event of the application or any divisional, continuation, reissue, reexamination, renewal, extension, substitution or confirmation applications and patents granted on the invention or any improvements becoming involved in an interference, opposition, court or other proceeding, to cooperate to the best of our ability with the Assignee in preparing and executing the preliminary statement, giving and producing evidence, and giving testimony in support thereof.

First Inventor's Signature: Steven Joseph Wantling

Name: Steven Joseph Wantling

Date: 10/31/01

State of Kentucky )  
  ) SS.  
County of Jefferson )

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Steven Joseph Wantling known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act for the uses and purposes therein expressed.

Beth Ann Howe  
Notary Public  
My Commission Expires 12/23/2002

Second Inventor's Signature: Bonnie S. Zepka

Name: Bonnie Sherrard Zepka

Date: October 31, 2001

State of Kentucky  
) SS.  
County of Jefferson

Before me, a Notary Public in and for the County and State aforesaid, appeared to me personally Bonnie Sherrard Zepka known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act for the uses and purposes therein expressed.

Boeth Anne Jones  
Notary Public  
My Commission Expires 12/23/2002

CH02/22150817.1