05-13-2002 FORM PTO-1595 RECORDATION FO ARTMENT OF COMMERCE OMB No. 0651-0011 (exp. 4/94) Patent and Trademark Office Tab settings ⇒ ⇒ ⇒ ▼ To the Honorable Commissioner of Patents and Trademarks: ed original documents or copy thereof. 2. Name and address of receiving party(jes): 1. Name of conveying party(ies): TYCO PLASTICS SERVICES AG Name: MBT HOLDING AG Internal Address: Yes X No Additional name(s) of conveying party(ies) attached? Nature of conveyance: X Assignment ☐ Merger Street Address: Vulkanstrasse 110 ☐ Security Agreement Change of Name CH-8048 Zurich, Switzerland ☐ Other \_\_\_\_ State: <u>CH</u> ZIP: <u>C</u>H-8048 City: Switzerland X No Execution Date: January 11, 2001 Yes Additional name(s) & address(es) attached? 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) 5,826,388 5,367,847 6,001,912 5,493,837 Yes X No Additional numbers attached? 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: concerning document should be mailed: Name: Joseph G. Curatolo, Esq. 7. Total fee (37 CFR 3.41) ..... \$ 160.00 Internal Address: Renner, Kenner, Greive, Bobak, Authorized to be charged to deposit account (if necessary) Taylor & Weber Street Address: 24500 Center Ridge Road, Suite 280 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) \_\_\_\_\_ State: OH \_\_ZIP: 44145 City: Westlake DO NOT USE THIS SPACE

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

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of

05/13/2002 TBIAZ1 00000005 567847

9. Statement and signature.

the original document.

01 FC:581

Joseph G. Curatolo, Esq. (Reg. No. 43,921) Name of Person Signing

160.00 DF

(Form PTO--1595--Recordation Form Cover Sheet - page 1 of 3)

PATENT **REEL: 12865 FRAME: 0746** 

## ASSIGNMENT OF PATENTS

WHEREAS, Tyco Plastics Services AG ("Assignor"), a Swiss company having a mailing address at Schwertstrasse 9, Ch-8200, Schaffhausen, Switzerland, is the owner of the entire right, title and interest in and to those certain patents described on Exhibit A annexed hereto and made a part hereof (the "Patents");

WHEREAS, MBT Holding AG, a Swiss company with offices at Vulcanstrasse 110, Ch-8048, Zurich, Switzerland (hereinafter referred to as "Assignee), pursuant to that certain Asset Purchase Agreement dated as of December 7, 2000 (the "Agreement"), to which Assignor and Assignee's affiliates are parties, is desirous of acquiring the Patents and the registrations/applications thereof; and

WHEREAS, Assignor has agreed to assign the Patents to Assignee" pursuant to the Agreement.

NOW, THEREFORE, in exchange for the payment of one dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns to Assignee, its successor and assigns, free and clear of all liens, claims and encumbrances, all right, title and interest in and to the Patents and the registrations thereof, including all divisional, renewal, substitute, continuation and applications based in whole or in part upon the Patents and any and all letters petent and reissues and extensions and every proprietary right that is or may be predicated upon or arise from the Patents: Assignee being hereby authorized to file patent applications in any or all countries of the Patents in the name of Assignor or in the name of Assignee or otherwise as Assignce may deem advisable, under the international Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer the Patents to Assignee in accordance herewith, this Assignment being under covenant, not only that full power to make the same is had by Assignor, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that Assignor will do all acts reasonably serving to ensure that the Patents shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this Assignment had not been made, and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by Assignee, to furnish Assignee with all facts relating to said Patents or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be of the Patents, and to testify in any proceedings relating to the Patents.

ASSIGNOR

M. Brian Moroze Authorized Person

Dated: January 11, 2001

PATENT REEL: 12865 FRAME: 0747

## EXHIBIT A

Patent No.	Title	Inventor	Reg. Date	Filed
5,367,847	Composite Building Structure and Method for Constructing Same	Eric J. Hepler	11/29/94	11/29/94
5,493,837	Composite Building Structure & Method for Constructing Same	Eric J. Hepler	2/27/96	
5,826,388	Composite Insulating Drainage Wall System	Michael R. Irving	10/27/98	10/27/98
6,001,912	Acrylic-Based Aqueous Adhesive	Karen M. Schneider	12/14/99	12/14/99

PATENT
RECORDED: 05/06/2002 REEL: 12865 FRAME: 0748