

MRP 8-2.02

08-08-2002

SHEET

AUG 2 2002

To the Honorable Commissioner for Patents



document(s) or copy(ies) thereof.

1. Name of Conveying Party(ies)
Richard J. Romanek

102182211

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

2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: National Gypsum Properties, LLC
Address: 2001 Rexford Road, Charlotte, NC 28211-3498
Country: USA

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

3. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date(s) of the new application is:

A. Patent Application No(s): 09/965,306
B. Patent No(s):

Others on additional sheet(s) attached? Yes No

4. Nature of Conveyance:

Assignment Merger Change of Name
 Verified Translation Security Agreement Other: _____

Execution Date: May 13, 2002

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

Christopher J. Buntel, Ph.D.
Howrey Simon Arnold & White, LLP
750 Bering Drive
Houston, Texas 77057-2198
713.787.1569 (Telephone)
713.787.1440 (Facsimile)

6. Total number of applications and patents involved:

Application(s): 1
+ Patent(s):
= Total: 1

7. Total Fee (37 C.F.R. § 3.41) \$40.00

8. Authorized to be charged to Deposit Account Yes

9. Deposit Account No.: 01-2508/05111.0139.CPUS01/BNT

(Duplicate copy of this sheet attached)
 Charge any underpayment or credit any overpayment to above Deposit Account

DO NOT USE THIS SPACE

10. 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.

Christopher J. Buntel, Ph.D.

August 2, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 3 Pages

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the undersigned, do hereby:

- for which an application for a United States Patent was filed on September 27, 2001, Application Serial Number 09/965,306.
- for which an application for a United States Patent was executed on _____, and

SELL, ASSIGN, AND TRANSFER to National Gypsum Properties, LLC (the "Assignee", a corporation of the State of Delaware), having a place of business at 2001 Rexford Road, Charlotte, NC 28211-3498, the entire right, title, and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the application for United States Letters Patent, Serial No. 09/956,306 which has been filed on September 27, 2001 and is entitled "GYPSUM WALLBOARD COMPOSITION, WALLBOARD PANEL, AND METHOD OF MAKING SAME", such application and all divisional, continuing, substitute, renewal, reissue, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the Assignee;

WARRANT AND COVENANT that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible for which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining, and enforcing proper patent protection for such improvements;

Assignment

1 of 2

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PATENT
REEL: 013150 FRAME: 0785

TO BE BINDING on the heirs, assigns, representatives, and successors of the undersigned and extend to the successors, assigns, and nominees of the Assignee.

Signature:
Name: Richard J. Romanek

Date: MAY 13, 2002

STATE OF)
) ss.
COUNTY OF)

BEFORE ME, the undersigned authority, on this 13 day of MAY, 2002, personally appeared Richard J. Romanek, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same of his or her own free will for the purposes and consideration therein expressed.

[SEAL]

Notary or Consular Officer

