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To the Honorable Commissioner for Patents: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Estate of Richard E. Smith

11-4-02

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

3. Nature of conveyance:

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

Execution Date: October 17, 2002

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

Name: National Gypsum Properties, LLC

Internal Address:

Street Address: 2001 Rexford Road

City: Charlotte City: NC Zip: 28211-3498

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

4. Application number(s) or registration 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):

10/229,725

B. Patent No.(s):

6,436,185

Additional numbers attached? Yes No

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

Name: Christopher J. Buntel, Ph.D.
Howrey Simon Arnold & White, LLP
750 Bering Drive

City: Houston State: Texas Zip: 77057-2198

6. Total number of applications and patents involved: 2

7. Total fee (37 C.F.R. 3.41)----- \$ 80.00

- Enclosed
- Authorized to be charged to deposit account if check insufficient or inadvertently omitted

8. Deposit account number: 01-2508/05111.0083.CNUS01
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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.

Christopher J. Buntel, Ph.D.

10/29/02

Name of Person Signing, Reg. No. 44,573

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:

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Box Assignment

Washington, D.C. 20231

CERTIFICATE OF MAILING
37 C.F.R. 1.8

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, United States Patent and Trademark Office, Box Assignment, Washington, DC 20231, on the date below:

October 29, 2002

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PATENT
REEL: 013458 FRAME: 0456

ASSIGNMENT

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

- for United States Patent No. 6,436,185 issued on August 20, 2002; and
- for which an application for a United States Patent was filed August 28, 2002, Application Number 10/229,725.

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 issued patent and pending application identified-above, both entitled "METHOD OF PROVIDING VOID SPACES IN GYPSUM WALLBOARD AND IN A GYPSUM CORE COMPOSITION", 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

