

Docket No.: 8171

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

RECORDATION FORM COVER SHEET

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Worthington Armstrong Venture

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

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

Name: **Armstrong World Industries, Inc.**

Internal Address: _____

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: **October 17, 2003**

Street Address: **2500 Columbia Avenue**

P. O. Box 3001

City: **Lancaster** State: **PA** ZIP: **17604**

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

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)

5,495,697

Additional numbers attached? Yes No

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

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

Name: **April D. Fiedler**

Internal Address: **Legal Group**

Street Address: **2500 Columbia Avenue**

P. O. Box 3001

City: **Lancaster** State: **PA** ZIP: **17604**

8. Deposit account number:

012400

(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.

April D. Fiedler *April D. Fiedler* **October 23, 2003**

Name of Person Signing Signature Date

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

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

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of the 17th day of October, 2003, ("Effective Date"), is by and between WORTHINGTON ARMSTRONG VENTURE, a general partnership formed by a general partner, Worthington Ventures, Inc., a corporation of Delaware, now by change of name The Worthington Steel Company, and a general partner, Armstrong Ventures, Inc., a corporation of Delaware, ("Assignor"), and ARMSTRONG WORLD INDUSTRIES, INC., a Pennsylvania corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the record owner of U.S. Patent No. 5,495,697 ("the Patent"); and

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all right, title and interest in and to the Patent; and

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Patent to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, the entire right, title and interest in and to the Patent, as well as all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Patent.
2. Assignor represents and warrants to Assignee that: (i) the Patent does not and will not violate any intellectual property rights of any third party; (ii) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Patent; and (iii) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Patent.
3. Assignor further represents and warrants to Assignee that, upon the execution and delivery of this Assignment, Assignee will be vested with the entire right, title and interest in and to the Patent, free and clear of all liens, claims, licenses or other encumbrances.
4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the party executing below has caused this Assignment to be duly executed on behalf of the Assignor as of the Effective Date.

ASSIGNOR:

WORTHINGTON ARMSTRONG VENTURE

By: *William J. Platt*

Date: 10-17-03

Printed Name: William J. Platt

Title: Vice President of Engineering

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF Chester)

Before me, a Notary Public for said County, personally appeared William J. Platt and, being by me first duly sworn, stated that he is duly authorized by Worthington Armstrong Venture to execute this document as a duly authorized act of such corporation.

WITNESS my hand and notarial seal, this 17th day of October, 2003.

Deborah Burch

Signature of Notary Public

