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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

11057 U.S. PTO 10/445603



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

1. Name of conveying party(ies): Enzo Sibilla 5.27.03 Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies) Name: Forasol International SA Internal Address: Street Address: 5-7 rue du Clos 1207 Geneva, Switzerland City: State: Zip: Additional name(s) & address(es) attached? No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 4-3-2002

4. Application number(s) or patent number(s): 10445603 If this document is being filed together with a new application, the execution date of the application is: 5-27-03 A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Clifford W. Browning Internal Address: Street Address: Bank One Center/Tower 111 Monument Circle, Suite 3700 City: Indianapolis State: IN Zip: 46204-5137

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: 23-3030

DO NOT USE THIS SPACE

9. Signature. Clifford W. Browning Name of Person Signing Signature Date May 27, 2003

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

06/04/2003 TDIARZ1 00000165 233030 10445603 01 FC:8021 40.00 CH

AGREEMENT OF TRANSFER OF INVENTION AND PATENT RIGHTS

between

Mr Enzo SIBILLA, domiciled Via Calabria 13-15, Nemoli Italie

(hereinafter called "Seller")

and

FORASOL INTERNATIONAL SA, domiciled 5-7 rue du Clos, 1207 Geneva, Switzerland
represented by Mr Christian Fischele and Sephan Chernysh

(hereinafter called "Buyer")

* * * * *

WITNESSETH

WHEREAS, Seller is the Inventor of a "Device for drilling and anchoring and process for placing grout anchors" (hereafter " the Invention");

WHEREAS, A request for registration of this patent in the United States of America was made the 22th of November 2000, application n° 09/721,328;

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Invention and the seller desires to transfer to buyer all rights to this patent in the United States of America upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

1. Sale and Purchase

1.1 On the basis of the representations, warranties and agreements herein contained and subject to the terms and conditions hereof, Seller sells, and shall assign to Buyer and Buyer purchases from Seller the Invention "Dispositif de forage et d'ancrage et procédé de mise en place de tirants d'ancrage" and all the rights to register the Patent for this Invention in the United States of America at the Signature Date.

1.2 The terms and condition of the sale and purchase are set in the document called " Sale and purchase agreement of patent" which is part of this agreement. Upon signature of the present agreement, the seller will transfer to the buyer the full property of the Invention. In this regards, the pending request for registration in the United States of America will be transferred to the buyer.

2. Further Conveyances

- 2.1 From time to time at the request of Buyer after the Signature Date, Seller at its expense will execute and deliver such instruments and documents and take such other action as Buyer may reasonably request as more effective to convey and transfer the rights to the Invention to Buyer.

3. Warranties of Seller

- 3.1 Seller represents and warrants to Buyer that, each of the following statements is true and accurate in all material respects.
- 3.2 A request for registration of the Invention has been correctly filed with the United States Patent and Trademark Office of United States of America. application n° 09/721,328;
- 3.3 Seller has full legal right and power to become a party to this Agreement and to carry out its obligations hereunder. This Agreement constitutes a valid and legally binding obligation of Seller in accordance with its terms. There is no call option, pre-emption right or any other option to buy the Invention in favour of any third party.
- 3.4 The Invention is at the time of signature of this agreement not subject to any disputes or objections regarding its validity, except the objection made by the examiner of the United States Patent and Trademark Office.

4. Miscellaneous

- 4.1 The Seller authorise the Buyer to take all actions to be recognised as the legal owner of the Invention with any authority and any third parties.
- 4.2 The contract called " Sale and purchase agreement of patent" is part of the present agreement, including the provisions ruling the governing law and the arbitration clause.

Done in Geneva, April 03, 2002


Enzo SIBILLA


FORASOL INTERNATIONAL SA