

07-17-2003



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To the Director of the United States Patent and Trademark Office

attached original documents or copy thereof.

1. Name of conveying part(ies): **7-15-03**
Materials International, Inc.,
A Georgia corporation

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

2. Name and address of receiving party(ies)

Name: **CMI Limited Company,**
An Ohio corporation

Street Address: **2141 Fairwood Avenue**
Columbus, Ohio 43207

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other:

Execution Date: July 2, 2003

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

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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)

6,053,666; 6,000,883; 5,881,508; and 5,145,287

Additional numbers attached? Yes No

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

George M. Thomas
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
 100 Galleria Parkway, Suite 1750
 Atlanta, Georgia 30339-5948

6. Total number of applications/patents involved: [4]

7. Total fee (37 CFR 3.41) \$ 160.00

Enclosed
 Authorization to charge credit card (attached)

8. Deposit Account Number:
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(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.

George M. Thomas **7/9/03**

Typed Name Signature Date

Docket #: 11314-1030,1040,1050,1060 Total number of pages including cover sheet, attachments, and document: [3]

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Assignment Recordation Services
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07/16/2003 07PM11 00000126 6053666
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ASSIGNMENT OF PATENTS

WHEREAS, **Materials International, Inc.**, a corporation of the State of Georgia, having a place of business at 4501 Circle 75 Parkway, Suite E-5370, Atlanta, Georgia 30339, hereinafter referred to as ASSIGNOR, owns all right, title, and interest in the following U. S. patents:

- 6,053,666 – Containment Barrier Panel and Method of Forming a Containment Barrier Wall; issued April 25, 2000;**
- 6,000,883 – Sheet Piling Extrusion; issued December 14, 1999;**
- 5,881,508 - Decking Extrusion; issued March 16, 1999; and**
- 5,145,287 - Plastic Panel Erosion Barrier; issued September 8, 1992.**

WHEREAS, **CMI Limited Company**, a corporation of the State of Ohio, having a place of business at 2141 Fairwood Avenue, Columbus, Ohio 43207, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said U.S. patents and any provisional, continuation, continuation-in-part, divisional, reissued, re-examined, and foreign applications and patents relating to said U.S. patents.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest throughout the world in and to the inventions disclosed in said U.S. Patents; (b) the entire right, title and interest, for the United States of America, in and to said U.S. patents and all the rights and privileges in any applications and under any and all patents that may be granted in the U.S. for any invention(s) described in said patents, including but not limited to, all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (c) the entire right, title and interest in and to any and all foreign patents and applications for any invention described in said U.S. patents, in any and all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them; and (d) the right to seek remedies for any and all past and future infringements of any of the foregoing patents and to collect and retain any all past and future damages and profits and enjoy any and all remedies granted for infringements.

ASSIGNOR authorizes ASSIGNEE to make any and all applications for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any applications for patent or other form of protection for any said inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for protection for any invention described in said U.S. patents or other form of protection for any said invention and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for any said invention be issued to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with patent applications, patents, or other forms of protection of any said inventions, and for the defense and protection thereof if challenged in the court of law.

MATERIALS INTERNATIONAL, INC.

By: John E. Irvine
John E. Irvine, President

Date: 7-2-03