

Form PTO-1595 (Rev. 10/02) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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 OMB No. 0651-0027 (exp. 6/30/2005)
 Tab settings

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

1. Name of conveying party(ies):
 1. AC Marble, Inc. of Ashland Kentucky, a Kentucky Corporation;
 2. Ashland Manufacturing, Inc. of Ashland Kentucky, a Kentucky Corporation; and
 3. Community Trust Bank, formerly known as First American Bank, of Ashland Kentucky
 Additional name(s) of conveying party(ies) attached? Yes No
 3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: April 13, 2004

2. Name and address of receiving party(ies)
 Name: Ashland Marble, Inc.
 Internal Address: _____
 Street Address: 2767 Mill Street
 City: Ashland State: Kentucky Zip: 41101
 Additional name(s) & address(es) attached? Yes No

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)
 4,899,402
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Frank H. Foster
 Internal Address: Kremblas, Foster, Phillips & Pollock
 Street Address: 7632 State Ridge Blvd.
 City: Reynoldsburg State: Ohio Zip: 43068

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:
 13-3393
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
 Frank H. Foster April 15, 2004
 Name of Person Signing Signature Date
 (MCSWX 017) Total number of pages including cover sheet, attachments, and documents: 4

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

CH \$40.00 133393 4899402

ASSIGNMENT OF U.S. PATENT 4,899,402

This is an assignment formalizing the assignment of U.S. Patent 4,899,402 as interests have been informally transferred from the original patentee AC Marble, Inc. through intermediate entities to Ashland Marble, Inc.

The following assignors

1. AC Marble, Inc. of Ashland Kentucky, a Kentucky corporation;
2. Ashland Manufacturing, Inc. of Ashland Kentucky, a Kentucky corporation; and
3. Community Trust Bank, formerly known as First American Bank, of Ashland Kentucky;

in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby sell, assign and transfer to Ashland Marble, Inc., a corporation of Kentucky, having a mailing address of P.O. Box 7995, Huntington, West Virginia 25779 and a place of business at 2767 Mill Street, Ashland, Kentucky 41101, its successors, assigns and legal representatives, the entirety of their right, title and interest for the United States and all countries of the world, in and to the following patent, all inventions which are disclosed in the following patent, all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all countries of the world for said inventions, all rights of priority arising therefrom, and in and to all original, reexamined and reissued patents which have been or shall be issued or granted therefor, including the right to recover for past infringement:

Country, Region or Treaty: United States of America

Patent Number: 4,899,402

Title: Handicap-Accessible Bath Facility

Inventor: Maynard et al.

Issue Date: February 13, 1990

Agree that said Assignor, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, in order to carry out in good faith the intent and purpose of this assignment, will execute all reissue applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers for all countries, regions and under all treaties, communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned Assignor relating to said inventions and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall reasonably consider desirable for aiding in securing and maintaining proper patent protection for said inventions, for complying with applicable laws and for vesting title to said inventions, applications and patents in said Assignee, its successors, assigns and legal representatives; and

Covenants with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned to the extent of their respective interests; and

Hereby consent 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 said Assignee to apply for a patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority.

The parties also acknowledge that, by order of July 29, 1994, the United States Bankruptcy Court For The Eastern District of Kentucky, Ashland Division, in Case No. 94-1-0086 released the automatic stay provisions of 11 U.S.C. 362 in regard to the collateral held as security for the debt to Creditor, First American Bank, now Community Trust Bank, and noted the abandonment of the assets of AC Marble, Inc. by the Trustee by his signature to the order.

AC Marble, Inc.

Cranston Dale Sexton, Pres.
Cranston Dale Sexton, President

State of Kentucky

:
:SS

County of Boyd

Before me this 13TH day of APRIL, 2004, personally appeared Cranston Dale Sexton, known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Ann Jones
NOTARY PUBLIC

Ashland Manufacturing, Inc

Cranston Dale Sexton Pres
Cranston Dale Sexton, President

State of Kentucky :
:SS
County of Boyd :

Before me this 13TH day of APRIL, 2004, personally appeared Cranston Dale Sexton, known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Andrew Jones
NOTARY PUBLIC

Community Trust Bank

Andrew Jones - SUP
Andrew Jones, Senior Vice President

State of Kentucky :
:SS
County of Boyd :

Before me this 13TH day of April, 2004, personally appeared Andrew Jones, known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

Linda Dawson
NOTARY PUBLIC