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P08A/REV03

OCT 13 2003

10-23-2003

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents

102590011

attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Henry David Thornton

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

Name: Rapid Bridge and Building Technology CompanyAddress: 333 N.W. 5thSuite 2008

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherCity: Oklahoma City State/Prov.: OKCountry: USA ZIP: 73102Execution Date: 10/13/03

Additional name(s) &amp; address(es)

☐ 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: \_\_\_\_\_

Patent Application No.

Filing date

B. Patent No.(s)

10/20/2003 EEKUBAY1 00000015 5771518

5771518

5,771,518

01 FC:8021

40.00 OP

10/20/2003 EEKUBAY1 00000014 5771518

01 FC:8021

40.00 OP

02 FC:8021

40.00 OP

Additional numbers

☐ Yes ☒ No

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

Name: Bruce P. LaBrie, Esq.Registration No. 53,172Address: 20 N. BroadwaySuite 1800City: Oklahoma City State/Prov.: OKCountry: USA ZIP: 73102

## 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

## 8. Deposit account number:

13-0110

(Attach duplicate copy of this page if paying by deposit account)

## 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.

Bruce P. LaBrieB. P. LaBrie

10/13/03

Name of Person Signing

Signature

Date

6

Total number of pages including cover sheet, attachments, and

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

PATENT  
REEL: 014609 FRAME: 0507

Void date: 10/20/2003 EEKUBAY1 00000014 5771518  
10/20/2003 EEKUBAY1 00000014 5771518  
02 FC:8021

-40.00 OP

## ASSIGNMENT

This Assignment ("**Assignment**") is executed and delivered on this 13 day of October, 2003, to be effective as of such date, by and between Henry David Thornton, an individual (the "**Member**"), and Rapid Bridge and Building Technology Company, LLC, an Oklahoma limited liability company (the "**Company**"), with reference to the following circumstances:

### RECITALS

A. The Member has agreed, pursuant to that certain Operating Agreement of Rapid Bridge and Building Technology Company, LLC, dated as of September 19, 2002 (the "**Operating Agreement**"), to contribute capital to the Company in exchange for a membership interest therein;

B. To accomplish the capital contribution required of him by the Operating Agreement, the Member desires to assign to the Company all of his rights and interests in and to certain property; and

C. The Company has agreed in the Operating Agreement to accept the assignment of such property from the Member.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** The Member hereby assigns, transfers, conveys, contributes to the capital of and delivers to the Company, its successors and assigns forever, all of his right, title and interest in and to the following property: (i) all domestic or foreign letters patent (including any reissue or re-examination thereof), patent applications (including any continuation, continuation-in-part, division, renewal or substitute thereof), patent licenses, inventions, processes, software licenses, know-how licenses, trade names, trademark registrations and applications, service mark registrations and applications, common law trademarks and service marks, copyrights, copyright registrations and applications, trade secrets, technical knowledge, methods, know-how or other confidential proprietary information capable of being described, and any applications of any of the foregoing, that relate in any way to the Business (as defined below) ("**Intellectual Property**") including but not limited to the items listed on Exhibit 1 attached hereto; and (ii) all rights, assets and properties of every kind and description whatsoever, real or personal, tangible or intangible, not otherwise described herein, that relate in any way to the Business ("**Other Property**") (the Intellectual Property and the Other Property are collectively referred to herein as the "**Contributed Assets**"). As used herein, "**Business**" shall mean the repair, construction and maintenance of all forms of buildings and bridges used for transportation, and the manufacturing, transportation and erection of all materials used therein; provided, however, that "Business" shall not include the repair, construction and maintenance of buildings through processes or methods other than those involving the use of

rapidly assembled concrete pier technology or reasonable extensions, derivations and modifications thereof.

2. Further Assurances. At any time and from time to time, after the execution and delivery of this Assignment, at the request of the Company, without additional consideration, the Member shall execute and deliver such other instruments of transfer, assignment, conveyance and confirmation, and take such action as the Company may reasonably deem necessary or desirable to more effectively transfer, convey and assign to the Company and to confirm the Company's title to, the Contributed Assets.

3. Effect of Assignment. In exchange for the assignment of the Contributed Assets to the Company, the Member shall become a member of the Company as provided in the Operating Agreement.

4. Representations and Warranties of Member. The Member hereby represents and warrants to the Company that the Intellectual Property constitutes all of the intellectual property owned by the Member relating in any reasonable manner to the Business, that the Member has good and legal title to the Contributed Assets, free and clear of any liens or encumbrances, and that the Member has full power and authority to transfer the Contributed Assets to the Company, according to the provisions of this Assignment. After giving effect to the assignment to the Company thereof, the Member acknowledges and agrees that he shall no longer have any right, title or interest in the Contributed Assets, except as provided in and governed by the Operating Agreement.

5. Improvements to Intellectual Property. The Member acknowledges and agrees that any intellectual property, including any domestic or foreign letters patent (including any reissue or re-examination thereof), patent applications (including any continuation, continuation-in-part, division, renewal or substitute thereof), patent licenses, inventions, processes, software licenses, know-how licenses, trade names, trademark registrations and applications, service mark registrations and applications, common law trademarks and service marks, copyrights, copyright registrations and applications, trade secrets, technical knowledge, methods, know-how or other confidential proprietary information capable of being described, and any applications of any of the foregoing, developed or acquired by the Member after the date hereof and based, in whole or in part, upon any of the Contributed Assets, or relating in any way to the Business (an "**Improvement**"), shall immediately become a part of the Contributed Assets at the time of such development and acquisition as if such Improvement existed on the date of this Assignment. The Member accordingly agrees to comply with the provision of Section 2 hereof with respect to any Improvement, and acknowledges that the provisions of this Section 5 shall survive any termination of the Member's membership interest in the Company.

6. Entire Agreement; Amendment. This Assignment constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any prior agreement, arrangement or understanding between the parties regarding the subject matter hereof. No representation, warranty, covenant or other statement of intention, written or oral, has been made by the parties relating to the subject matter hereof which is not expressed in this Assignment. This Assignment may be amended or changed only by written instrument duly executed by the

parties, and any alleged amendment or change which is not so documented shall be ineffective. The provisions of this Assignment may be waived only by the party hereto who is entitled to the benefit thereof by evidencing such waiver in a writing, executed by such party.

7. Attorney's Fees and Costs. In the event the Company shall commence any action or proceeding against the Member, either by reason of any threatened or actual breach hereof or for any other reason connected with this Assignment, or shall seek a judicial determination of its rights hereunder, the Company shall be entitled to recover its actual attorney's fees and costs from the Member.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Company's and the Member's respective successors and assigns.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the Company and the Member have caused this Assignment to be executed on the day and year first above written.

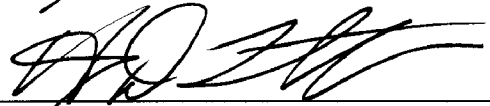
**"Company"**

Rapid Bridge and Building Technology  
Company, LLC, an Oklahoma limited  
liability company

By: 

Henry David Thornton, Manager

**"Member"**

  
Henry David Thornton

**Exhibit 1**

**List and Description of Assigned Property**

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U.S. Patent No. 5,771,518 issued to Michael Lee Roberts on June 30, 1998