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Attorney Docket No. 27585-010

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FORM PTO-1595

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

2004 FEB 10 AM 8:58

FINANCE SECTION

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Neptco Incorporated

2/10/04

- ☐ Individual(s)
☐ General Partnership
☒ Corporation - Rhode Island
☐ Other -

- ☐ Association
☐ Change of Name

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

3. Nature of conveyance:

- ☒ Assignment Agreement
☐ Security Agreement
☐ Other _____
- ☐ Merger
☐ Change of Name

Execution Date: December 1, 2003

2. Name and address of receiving party(ies)

Name: Neptco JV LLC

Address:

30 Hamlet Street
Pawtucket, RI 02861-0323

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Liability Company - State - Delaware
☒ Corporation - State - Delaware
☐ Other -

If assignee is not domiciled in the United States, a domestic designation is enclosed ☐ Yes ☒ No
 (Designations must be a separate document form)

Additional name(s) & addresses(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):

5,925,461
 6,103,317

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
Concerning document should be mailed:

Name: Carol H. Peters
 Address: MINTZ, LEVIN, COHN, FERRIS
 GLOVSKY and POPEO, P.C.
 One Financial Center
 Boston, MA 02111

6. Total number of patents involved: [2]

7. Total fee (37 CFR 3.41) \$80.00

- ☒ Enclosed
☒ Should the amount of the enclosed fee be insufficient, the Commissioner is hereby authorized to charge the balance due, or refund any overpayment, to the deposit account of the undersigned.

8. Deposit Account No: 50-0311, Ref. 27585-010

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.

Carol H. Peters Reg. No. 45,010

February 10, 2004

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [7]

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

02/13/2004 ECOOPER 00000120 5925461

01 FC:8021

80.00 OP

MS: ASSIGNMENT DIVISION

Director of the United States Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 014964 FRAME: 0686

ASSIGNMENT AGREEMENT

BY AND BETWEEN

NEPTCO INCORPORATED

AND

NEPTCO JV LLC

December 1, 2003

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "*Agreement*") is made on the 1st of December, 2003 (the "*Effective Date*") by and between NEPTCO INCORPORATED, a Rhode Island corporation ("*Transferor*"), and NEPTCO JV LLC, a Delaware limited liability company ("*JV*"). Transferor and JV are collectively referred to herein as the "*Parties*" and individually as a "*Party*."

RECITALS

A. Pursuant to a Joint Venture Formation Agreement dated October 7, 2003 (the "*JV Formation Agreement*"), Owens Corning, a Delaware corporation ("OC"), and NEPTCO formed JV for the development, manufacturing, marketing and sale of Telecom Products (as defined in the JV Formation Agreement).

B. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "*Asset Purchase Agreement*"), NEPTCO agreed to transfer to JV valuable technology and intellectual property (the NEPTCO Transferred Patents and NEPTCO Transferred-Know How, as defined in the Asset Purchase Agreement, collectively the "NEPTCO Transferred Technology") related to the manufacture of Telecom Products.

C. The NEPTCO Transferred Technology is applicable to products other than Telecom Products, and NEPTCO therefore agreed to transfer the NEPTCO Transferred Technology to the JV subject to receiving back from JV certain rights to apply the NEPTCO Transferred Technology to Non-Telecom Products pursuant to a License Agreement executed on even date herewith (the "*NEPTCO License*").

AGREEMENT

In consideration of the covenants recited in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Article 1– Definitions

Except as otherwise expressly provided in this Agreement, capitalized terms used herein which are defined in the Asset Purchase Agreement shall have the meanings specified for such terms in the Asset Purchase Agreement.

1.1 "*NEPTCO Transferred Know-How*" has the meaning set forth in the Asset Purchase Agreement.

1.2 "*NEPTCO Transferred Patents*" has the meaning set forth in the Asset Purchase Agreement. The NEPTCO Transferred Patents include the patents and patent applications on Schedule A hereto.

Article 2— Assignment

2.1 Patent Assignment. Subject to the license rights granted under the NEPTCO License, Transferor hereby assigns and transfers to JV, its successors and assigns, all of its right, title, and interest in and to the NEPTCO Transferred Patents, and all rights and privileges related thereto including without limitation all rights to sue others for past, present, and future acts of infringement of the NEPTCO Transferred Patents, and to retain all revenues received from others for past acts of infringement of the NEPTCO Transferred Patents (“**NEPTCO Transferred Patent Rights**”).

2.2 Know-How Assignment. Subject to the license rights granted under the NEPTCO License, Transferor hereby assigns and transfers to JV all of its right, title, and interest in and to the NEPTCO Transferred Know-How.

2.3 Authorization to Patent Offices. Transferor hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and in foreign Patent Offices, as appropriate, to issue to JV any and all patents that may be granted upon applications forming a part of the NEPTCO Transferred Patents, and to index this Agreement against any and all of such patents and patent applications forming a part of the NEPTCO Transferred Patents.

2.4 Further Assurances. Transferor further agrees for itself, its successors, assigns, and legally bound predecessors, without further consideration to Transferor but at JV's expense, to testify in legal proceedings, make all lawful oaths, execute any further legal documents, including any further assignments, such as individual assignments for recordation in the U.S. and foreign patent offices, which may be in the form of Exhibit A, and to perform all acts, that may be necessary to complete the assignment of Transferor's interest in and to the NEPTCO Transferred Patent Rights and the NEPTCO Transferred Know-How. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any such legal document, and unless otherwise agreed in writing, the terms and conditions of this Agreement shall be controlling. Consequently the terms and conditions of this Agreement shall control over those of any other documents assigning any part of the NEPTCO Transferred Patent Rights and the NEPTCO Transferred Know-How whether executed on even date herewith or thereafter.

2.5 Controlling Agreement. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of this Agreement control; provided, however, that if there is a patent or patent application listed as being assigned or sold to JV on the schedules of the Asset Purchase Agreement but not Schedule A attached hereto, Transferor hereby assigns and transfers, to JV, all of its rights, title and interest, under the terms and conditions of this Agreement as if it was listed on Schedule A attached hereto.

[SIGNATURE PAGE FOLLOWS]

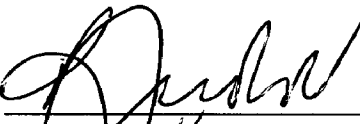
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

JV:

NEPTCO:

NEPTCO JV LLC

NEPTCO INCORPORATED

By: 
Name: KENNETH FEROLDI
Title: VP Finance and Treasurer


By: 
Name: KENNETH FEROLDI
Title: VP Finance and Treasurer

Exhibit A

CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

NEPTCO INCORPORATED, a Rhode Island corporation (herein referred to as "Assignor") hereby acknowledges that pursuant to the Asset Purchase Agreement by and between Assignor and NEPTCO JV LLC, a Delaware limited liability company, its successors and assigns, (herein referred to as "Assignee") executed December 1, 2003 and the Assignment Agreement by and between Assignor and Assignee executed December 1, 2003, Assignor sold, assigned, transferred, and set over, unto Assignee, the entire right, title, and interest in, to and under the patents and patent applications as set forth below, all divisional, continuation, continuation-in-part, renewal, reissue, reexamination, or other patent applications based upon the patents and patent applications set forth below, any patents or reexamination certificates issuing from any of said divisional, continuation-in-part, renewal, reissue, reexamination, or other patent applications claiming filing priority from the patents and patent applications set forth below, and any and all claims, demands, causes of action, damages and remedies of every kind recoverable at law or in equity or otherwise from any and every party for any and every infringement of such patents and patent applications together with the rights to bring and maintain any action for past infringements and for the recover of damages and fees:

Patents

<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
08/447,953	6/2/1994	5,925,461	6/20/1999
08/952,171	2/10/1998	6,103,317	8/15/2000

Assignor agrees that Assignee may record this Confirmatory Assignment in the U.S. Patent & Trademark Office and other patent offices, where it will be open for public inspection.


Date: Jan 8, 2004 By: x

Name: 
Title: VP FINANCE
Company: NEPTCO INCORPORATED

State of:

County of:

The preceding Assignment was acknowledged before me this 8TH day of JANUARY, 2004
by


Notary Public

My Commission Expires: 6/4/2006 ID#: 49939

K&C1871251_1.DOC