

Form PTO-1595 (Rev. 06/04)  
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U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

**1. Name of conveying party(ies)/Execution Date(s):**  
 Howard Derrick Keller  
 Joseph Riley Prince

Execution Date(s) August 8, 2001

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

**2. Name and address of receiving party(ies)**  
 Name: Boiler Tube Company of America, a division of  
 Internal Address: Thermal Engineering International (USA)

Street Address: 506 Charlotte Highway

City: Lyman  
 State: sc  
 Country: us Zip: 29365

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

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s)  
 B. Patent No.(s)  
6,781,083 B1

Additional numbers attached?  Yes  No

**6. Total number of applications and patents involved:** 1

**5. Name and address to whom correspondence concerning document should be mailed:**  
 Name: Thomas W. Epting  
 Internal Address: Leatherwood Walker Todd & Mann  
 P.C.  
 Street Address: P.O. Box 87

City: Greenville  
 State: sc Zip: 29602  
 Phone Number: 864-240-2453  
 Fax Number: 864-240-2474  
 Email Address: tepting@lwtm.com

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 12-0760  
 Authorized User Name Thomas W. Epting

**9. Signature:** [Signature] Signature  
THOMAS W. EPTING Name of Person Signing

Date 9/24/04  
 Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CFR \$40.00 120760 6781083

**ASSIGNMENT**

Assignment made by inventors, Howard Derrick Keller, of 1 Old Tyler Court, Greenville, South Carolina and Joseph Riley Prince of 190 Bullman Road, Roebuck, South Carolina (hereinafter collectively referred to as "Inventors"), to Boiler Tube of America, a division of Thermal Engineering International, Inc., of 506 Charlotte Highway, Lyman, South Carolina 29365, a Delaware corporation (hereinafter referred to as "Assignee").

**WITNESSETH:**

WHEREAS, Inventors have invented certain new and useful improvements in a Weld Overlay System (hereinafter the "Invention") for which they are making application for patent to the U.S. Patent and Trademark Office, the application being identified as follows:

Title: WELD OVERLAY SYSTEM  
U.S. Patent and Trademark Office Filing Date: August 8, 2001  
Attorney Docket No. 122418.3  
Applicants: Howard Derrick Keller and Joseph Riley Prince

(hereinafter referred to as "the Application"); and

WHEREAS, Assignee desires to obtain from Inventors the entire right to the Application and the Invention and improvements thereon, and, all rights thereto in the United States of America and all countries throughout the entire World, their respective possessions and territories (collectively hereinafter referred to as "the Territory"), and in any and all patents and/or other rights which may be granted to Assignee within the Territory.

NOW, THEREFORE, for and in consideration of the promises hereinafter contained, and Five Dollars (\$5.00) paid to Inventors by Assignee, the receipt and sufficiency whereof is hereby acknowledged by Inventors, Inventors agree as follows:

1. *Assignment.* Inventors agree to assign and hereby assign to Assignee the entire right, title, and interest in the Application and in the Invention in the Territory, and in any improvements in the Invention heretofore or hereafter made or acquired by Inventors, and to all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; and in any patent applications and patents in the Territory based upon the Application or applications related thereto (including applications filed under the Patent Cooperation Treaty ("PCT")), and in any patents for or other rights in the Invention and/or the improvements that may be granted by a governmental entity in the Territory, including each patent granted on any application, including, but not limited to, any application filed under the PCT, any provisional application, any non-provisional application, any utility application, any design application, any continuing prosecution application, any continued examination application, or any application having similar effect as any of the foregoing applications, and any application which is a division, substitution, continuation-in-part, or continuation of applications contemplated herein, and in each issue, reissue, or extension of the patents based on such applications.

2. **Cooperation.** Inventors agree to cooperate with Assignee such that Assignee may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all assignments and applications, foreign or domestic, and other papers that are deemed necessary or desirable by Assignee to perfect in Assignee the conveyed rights.

3. **Parties.** The terms, covenants, and conditions of the assignment shall inure to the benefit of Assignee, its successors, assigns and/or other legal representatives, and shall be binding on the Inventors, their heirs, legal representatives, and assigns.

4. **Warranty.** Inventors warrant that they have not entered into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, Inventors have executed this Assignment as of the dates indicated below.

8/8/01  
Date

[Signature]  
Howard Derrick Keller

STATE OF SOUTH CAROLINA )  
County of Greenville Spartanburg )

Subscribed and sworn before me  
this 8th day of Aug, 2001.  
Beverly A. Wadding  
Notary Public, in and for the State of  
South Carolina  
My commission expires: June 13, 2006

8-8-01  
Date

[Signature]  
Joseph Riley Prince

STATE OF SOUTH CAROLINA )  
County of Greenville Spartanburg )

Subscribed and sworn before me  
this 8th day of August, 2001.  
Beverly A. Wadding  
Notary Public, in and for the State of  
South Carolina  
My commission expires: June 13, 2006