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

1. Name of conveying party(ies):
Thompson Plastics, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Crimson Tide, LLC
Internal Address: _____
Street Address: 2109 Randolph Road
City: Charlotte State: NC Zip: 28207
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: January 1, 2005

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)
10-264,835
Additional numbers attached Yes No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Heather M. Phillips, Paralegal
Internal Address: Robinson, Bradshaw & Hinson, P.A.
Street Address: 101 N. Tryon Street
Suite 1900
City: Charlotte State: NC Zip: 28246

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
payment via visa - see attached authorization
8. Deposit account number:

(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.

Heather M. Phillips, Paralegal *Heather M. Phillips* January 6, 2005
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 7

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

OP \$40.00 10264836

U.S. PATENT ASSIGNMENT

This U.S. PATENT ASSIGNMENT AGREEMENT (the "Assignment") is between **Thompson Plastics, Inc.**, a corporation organized and existing under the laws of the State of Alabama, United States of America, and having an office at 3425 Stanwood Boulevard, NE, Huntsville, Alabama 35811, United States of America (the "Assignor"), and **Crimson Tide, LLC**, a limited liability company organized and existing under the laws of the State of North Carolina, United States of America, and having an office at 2109 Randolph Road, Charlotte, North Carolina 28207, United States of America (the "Assignee"), which is wholly owned by **Charlotte Pipe and Foundry Company**, a North Carolina corporation.

BACKGROUND STATEMENT

Assignor is the exclusive owner of the entire and exclusive right, title and interest in and to the Letters Patent, patent applications and invention submissions set forth in **Appendix A** hereto. For the consideration and on the terms set forth herein, Assignor desires to assign and Assignee desires to acquire the entire and exclusive right, title and interest in and to the Letters Patent and patent applications set forth in **Appendix A**, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent in any or all countries or reissues thereof that may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said applications in all countries in accordance with the International Convention for the Protection of Industrial Property, as it may be amended (the "International Convention"), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

STATEMENT OF AGREEMENT

The parties hereto agree as follows:

1. Assignment. Assignor does hereby assign and transfer to Assignee and its successors, assigns and nominees, as the assignee, without any restrictions, reservations or limitations, (a) the entire and exclusive right, title and interest in and to the grants of said Letters Patent and said patent applications, and all reissues, re-examinations and extensions thereof; and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent in any or all countries or reissues thereof that may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of the said applications in all countries in accordance with the International Convention, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; and (b) the sole right to enforce said patents with the right to sue for and recover for its own use accrued profits or damages for any and all infringements thereof, including, but not limited to, past infringements with respect to which Assignor hereby waives any right to receive any portion thereof.

2. Representations and Warranties. Assignor represents and warrants that (a) it has the full right to make this assignment; and (b) at the time of the execution and delivery of these presents, it possesses full title to said patents and patent applications, and that it has the unencumbered right and authority to make this assignment.

3. Further Acts. Assignor further covenants and agrees to bind its heirs, legal representatives, employees, agents and assigns, promptly to communicate to Assignee or its representatives any facts known to them relating to said patents and patent applications, to testify in any interference or legal proceeding involving said patents and patent applications, to execute any additional papers that may be requested to confirm the right of Assignee, its representatives, successors or assigns to secure patent or similar protection for said invention in all countries and to vest in Assignee complete title to said invention and Letters Patent, without further compensation, but at the expense of Assignee, its successors, assigns and other legal representatives.

(Signatures continued on following page)

SIGNED at Huntsville, AL, U.S.A. this 31st day of December, 2004

THOMPSON PLASTICS, INC.

By: Kirk A. Thompson

Name: Kirk A. Thompson

Title: PRESIDENT

STATE OF Alabama)
COUNTY OF Madison)

This 31st day of December, 2004 before me personally came the above-named Kirk A. Thompson, to me personally known as the individual who executed the foregoing assignment on behalf of Thompson Plastics, Inc. who has acknowledged to me that he, as President of Thompson Plastics, Inc., being authorized to do so, signed the same on behalf of Thompson Plastics, Inc., for the purposes therein set forth.

(SEAL)

Terri S. Tatum
Notary Public

My Commission Expires:

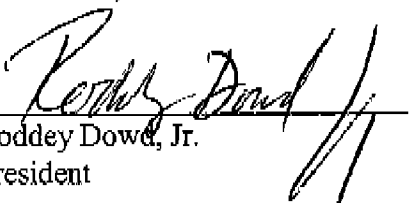
My Commission Expires 11-06-2006

ACCEPTANCE

The undersigned, Crimson Tide, LLC of North Carolina, United States of America, hereby declares that it has accepted the foregoing assignment.

SIGNED at Charlotte, NC, U.S.A. this 1st day of January, 2005.

CRIMSON TIDE, LLC

By: 
Roddey Dowd, Jr.
President

APPENDIX A

Active Patents

	<u>Patent No.</u>	<u>Country</u>	<u>Notes</u>
1			NONE
2			
3			
4			

Active Applications

<u>Country</u>	<u>Title</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>
USA	Dual Material Threading for Pipe Adapter	10/264,835	4/29/2003	Bernie Thompson