

07-28-2004



COVER SHEET FOR **102801166** RECORDED BY
THE UNITED STATES PATENT AND TRADEMARK OFFICE

7.23 04

1. Number of patents identified in cover sheet: **One**

2. Total fee: **\$40**

3. Name of assignor: **Ronald A. McNeil**

4. Name and address of assignee: **Poly-Triplex Technologies, Inc.
13 Norriego Road
Destin, Florida 32541**

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5. Description of interest conveyed: **Assignment of all right, title and interest in, to and under**

6. Identification of interests involved: **Patent Number 5,915,886 (issued June 29, 1999)**

7. Name and address of party to whom correspondence concerning the request to record should be mailed: **Jerome F. Connell, Jr., 346 Southerland Terrace, Atlanta, Georgia 30307**

8. Date assignment was executed: **March 1, 2003**

9. Signature of party submitting document:

JEROME F. CONNELL, JR.

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ASSIGNMENT

THIS ASSIGNMENT is executed and delivered on March 1, 2003 by **RONALD A. McNEIL** ("Assignor") in favor of **POLY-TRIPLEX TECHNOLOGIES, INC.**, a Florida corporation ("Assignee").

WHEREAS, as inducement for certain financial considerations provided to Assignee and its subsidiary, Assignor has been required to, and has agreed to, transfer and assign to Assignee certain intellectual property rights of Assignor; and

WHEREAS, the parties now desire to carry out the intent and purpose of such agreement by having Assignor execute and deliver to Assignee this Assignment, in addition to such other instruments as Assignee shall have otherwise received or may hereafter request, evidencing the assignments hereafter described.

THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby conveys, grants, bargains, transfers, sets over, delivers and assigns unto Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in, to and under the U.S. Patent Number 5,915,886 issued by the United States Patent and Trademark Office on June 29, 1999 for a Manhole Liner Including Felt Impregnated Vinyl (the "Patent").

2. By his execution hereof, Assignor represents and warrants to Assignee that (a) prior to the assignment effected hereby, Assignee is the sole and exclusive legal, record and beneficial owner of all ownership and other rights in, to and under the Patent, free and clear of all claims, liens, security interests or other encumbrances of whatever nature, and (b) Assignor has all necessary rights and power and authority to execute and deliver this Assignment and to transfer the rights assigned hereby, and Assignor is not prohibited from doing so by any instrument, agreement or arrangement to which Assignor is a party or by which Assignor is bound. Assignor shall indemnify and hold harmless Assignee and each of its shareholders from and against any loss, cost, expense, liability, damage or claim that any of such parties may incur as a result of the untruth or inaccuracy of any of the foregoing representations or warranties.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.


RONALD A. McNEIL