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Form PTO-1525  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 5/30/2005)

See settings

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Lafarge Road Marking, Inc.

2. Name and address of receiving party(ies)

Name: ~~M-B Companies, Inc.~~ of Wisconsin

Internal Address:

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: 1615 Wisconsin Avenue

City: New Holstein State: WI Zip: 53061

Execution Date: February 9, 2004

Additional name(s) & address(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)

(See attached Exhibit A)

B. Patent No.(s)

(See attached Exhibit A)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Larry K. Libman

Internal Address:

Street Address: P.O. Box 1767

City: Madison State: WI Zip: 53701-1767

6. Total number of applications and patents involved: 2

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

☒ Enforced

☐ Authorized to be charged to deposit account

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.

Brian D. Anderson

Name of Person Signing

[Signature]  
Signature

June 24, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 2

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

07/01/2004 INETACIE 00000002 05124446

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88.00 DP

**EXHIBIT A****ASSIGNED UNITED STATES PATENTS**

<b>Serial No.</b>	<b>Filed</b>	<b>Patent No.</b>	<b>Patented</b>	<b>Title</b>
09/124446	7/29/1998	6012447	1/11/2000	Heated Mixing Kettle with Dual Acting Agitator
08/662908	6/12/1996	5605381	2/25/1997	Pavement Marking Eradicator

## EXECUTION COPY

## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Agreement"), dated as of February 9, 2004, by and between M-B COMPANIES, INC. OF WISCONSIN ("Buyer") and LAFARGE ROAD MARKING, INC. ("Seller"). Each of the foregoing parties is referred to herein individually as a "Party" and together as the "Parties." Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase and Sale Agreement (as defined below).

## WITNESSETH:

WHEREAS, the Parties are parties to that certain Purchase and Sale Agreement dated as of January 30, 2004 (as the same may be amended, the "Purchase and Sale Agreement") pursuant to which Buyer is to acquire all of Seller's right, title and interest in and to certain assets, including the Patents listed on Schedule I hereto (the "Assigned Patents").

NOW, THEREFORE, in consideration of the Purchase Price provided for in, and the other terms and conditions of, the Purchase and Sale Agreement, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agree as follows:

1. Assignment. Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and accepts from Seller, all of Seller's right, title and interest in and to the Assigned Patent. This Agreement is in accordance with and is subject to all of the terms and conditions set forth in the Purchase and Sale Agreement (which Purchase and Sale Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Purchase and Sale Agreement).

2. Cooperation and Recordation. The Parties agree that Buyer may record this Agreement (but not the Purchase and Sale Agreement) in the United States Patent and Trademark Office, and shall be responsible for all expenses and costs associated therewith. Seller hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States issue to, and record in the name of, Buyer all right, title, and interest in and to the Assigned Patents.

3. Miscellaneous. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within that State, without reference to its conflict of laws rules. Any provision of this Agreement may only be amended, modified, waived or supplemented in whole or in part at any time by an agreement in writing among the Parties executed in the same manner as this Agreement. No failure on the part of any Party to exercise, and no delay in exercising, any right shall operate as waiver thereof, nor shall any single or partial exercise by either Party of any right preclude any other or future exercise thereof or the exercise of any other right. This Agreement shall bind and

inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document.

\*

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*PATENT ASSIGNMENT*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

**M-B COMPANIES, INC. OF WISCONSIN**

By:   
Terrence J. Cosgrove  
President

**LAFARGE ROAD MARKING, INC.**


By: \_\_\_\_\_  
Joseph McCarthy  
Authorized Signatory

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

**M-B COMPANIES, INC. OF WISCONSIN**

By: \_\_\_\_\_  
Terrence J. Cosgrove  
President

**LAFARGE ROAD MARKING, INC.**

By:  \_\_\_\_\_  
Joseph McCarthy  
Authorized Signatory

**SCHEDULE I**

<b>TITLE</b>	<b>PATENT NO./ SERIAL NO.</b>	<b>FILING DATE</b>
Heated Mixing Kettle with Dual Acting Agitator	726873	7/28/1999
Heated Mixing Kettle with Dual Acting Agitator	6012447	7/29/1998
Pavement Marking Eradicator	5605381	6/12/1996
Heated Mixing Kettle with Dual Acting Agitator		7/28/1999