

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	02/23/2000

CONVEYING PARTY DATA

Name	Execution Date
WARD MANUFACTURING, INC.	02/23/2000

RECEIVING PARTY DATA

Name:	HIGHLANDS CORPORATION
Street Address:	300 DELAWARE AVENUE
Internal Address:	SUISTE 1704
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	4630850
Patent Number:	5354108

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-979-1282
 Email: Lfgould@duanemorris.com
 Correspondent Name: LEWIS F. GOULD, JR.
 Address Line 1: ONE LIBERTY PLACE
 Address Line 2: DUANE MORRIS LLP
 Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

NAME OF SUBMITTER:	LEWIS F. GOULD, JR.
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Total Attachments: 3
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ASSIGNMENT OF PATENTS

WHEREAS, WARD MANUFACTURING, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and having a principal place of business at 115 Gulick Street, Blossburg, Pennsylvania 16912, (hereinafter referred to as ASSIGNOR), is the sole and exclusive owner of record of certain United States patents set forth below and also of all of the inventions described and claimed in said patents:

<u>U.S. PATENTS NOS.</u>	<u>TITLE</u>
4,630,850	PIPE JOINT
5,354,108	REINFORCED PIPE COUPLING

WHEREAS, HIGHLANDS CORPORATION, a corporation organized and existing under the laws of the state of Delaware, and having a principal place of business at 300 Delaware Avenue, Suite 1704, Wilmington, Delaware 19801, (hereinafter referred to as ASSIGNEE) is desirous of acquiring from ASSIGNOR the entire right, title and interest in and to said U.S. patents and the inventions described and claimed therein; and

WHEREAS, ASSIGNOR has agreed to execute such additional instruments as may be necessary or desirable to complete or confirm such acquisition of said U.S. patents by ASSIGNEE;

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America (including its territories and dependencies), in and to and under any and all of the U.S. patents

and the inventions set forth and described in said patents and like rights of exclusion (including extensions thereof) for said inventions or patent or any of them or on any counterpart, divisional, continuation, continuation-in-part, or reissue, the same to be held and enjoyed by the ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made, together with all claims for damages for or by reason of past, present or future infringement of said inventions or any of said U.S. Patents or misuse or theft of any of said inventions and the right to sue for and collect such damages for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives;

And ASSIGNOR further covenants that it has the full right to convey to ASSIGNEE the entire right, title and interest in, to and under each and all of said U.S. Patents and the inventions set forth and described therein, and further that prior to this assignment said right, title and interest have not been otherwise encumbered with respect to a third party and ASSIGNOR has not executed and will not execute any agreement in conflict therewith;

And ASSIGNOR also hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, all of its rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of each and all of the U.S. patents and each and all of the inventions set forth or described in said U.S. patents, and ASSIGNOR hereby authorizes ASSIGNEE, its successors, assigns or other legal representatives to apply in its or their own name or names for patents and like rights of exclusion on or for said

inventions or any of them or any part thereof in all countries, claiming if it or they so desire the priority of the filing date under the provisions of said Convention or any such other treaties;

And, for the same consideration, ASSIGNOR hereby agrees for itself, its successors, assigns and other legal representatives, promptly upon request of the ASSIGNEE, its successors, assigns or other legal representatives, to have executed and delivered without further compensation any power of attorney, assignment, or other lawful documents and any further assurances that may be deemed necessary by the ASSIGNEE, its successors, assigns or other legal representatives, fully to secure to ASSIGNEE and its successors, assigns or other legal representatives, the entire right, title and interest as aforesaid in and to the said inventions and in and to and under said U.S. patents and like rights of exclusion.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized corporate officer and its corporate seal to be hereunto affixed, all effective this 23 day of February, 2000.

Ward Manufacturing, Inc.

By: Wayne Chantler
Title: President & COO