


RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Our Reference No.: _____		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof		
1. Name of conveying party(ies): Armtec Holdings Limited Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Armtec Limited Partnership</u> Internal Address: _____ Street Address: <u>15 Campbell Road</u> City: <u>Guelph, Ontario</u> : <u>Canada</u> Zip: <u>N1H 6P2</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>July 27, 2004</u>	4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the new application is: _____ A. Patent Application No.(s): _____ B. Patent No.(s) 4,911,633 5,441,588 5,888,024 D484,609 5,017,321 5,510,071 5,893,961 5,112,546 5,609,713 6,523,309 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Mark N. Mutterperl</u> <u>Fulbright & Jaworski L.L.P.</u> Internal Docket No: <u>Fraser 014</u> Street Address: <u>666 Fifth Avenue</u> <u>New York, N.Y. 10103</u> Fax: <u>212-318-3400</u>	6. Total number of applications and patents involved: <u>10</u> 7. Total fee (37 CFR 3.41) \$ <u>400.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account (if check not enclosed) <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: <u>50-0624</u> Our Reference No.: <u>10501565 (Fraser 014)</u> (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <u>Mark N. Mutterperl</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%;"> <u>June 3, 2005</u> Date </div> </div> Total number of pages including cover sheet, attachments, and documents: _____		

CH \$400.00 600624 4911633

PATENT ASSIGNMENT

WHEREAS ARMTEC HOLDINGS LIMITED (hereinafter the "Assignor"), formerly Armtec Limited having changed its name by amalgamation a copy of said certificate of amalgamation being attached hereto as Schedule "A", whose principal office or place of business is 15 Campbell Road, Guelph, ON N1H 6P2 is the owner of certain patents, patent applications and associated inventions;

AND WHEREAS ARMTEC LIMITED PARTNERSHIP (hereinafter the "Assignee"), whose principal office or place of business 15 Campbell Road, Guelph, ON N1H 6P2 wishes to acquire the rights in certain patents, patent applications and associated inventions owned by Assignor;

AND WHEREAS Assignor and Assignee executed an Asset Purchase Agreement dated July 27, 2004, which provides for the purchase by Assignee of certain patent rights of Assignor;

NOW THEREFORE the Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to the Assignee and its successors and assigns:

- (i) Assignor's entire right, title and interest in Canada, the United States and throughout the world to the patents and patent applications listed in Schedule B attached hereto, including any and all inventions described therein, and in any and all continuations-in-part, continuations, divisions, substitutes, re-issues, re-examinations, or extensions thereof, and all other applications for patent relating thereto which have been filed, or hereafter shall be filed, in Canada, the United States or in any other jurisdiction and further including all rights under treaties to file and prosecute patent applications corresponding to the preceding patents and patent applications (the "Patents");
- (ii) all of Assignor's corresponding right, title and interest in and to any patents which may issue herefrom, the same to be held and enjoyed by Assignee to the full end of the term for which the said patent is granted and maintained, as fully and entirely as the same could have been held and enjoyed by Assignor, and;
- (iii) the right to take action and recover in respect of any infringement of the Patents that took place prior to the date of this Assignment.

AND, the Assignor hereby authorizes the issuance of any and all registrations for the Patents to the Assignee, its successors, assigns or legal representatives.

AND, the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such

lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations for the Patents and to vest the same in the Assignee, its successors, assigns or legal representatives.

AND, the Assignor hereby agrees to execute and sign all documents required to effect a recordation of the assignment of the Patents and registrations thereof before the proper office or agency.

EXECUTED at Toronto, Ontario, this 27th day of July, 2004.

ARMTEC HOLDINGS LIMITED

Per:  c/s

I have authority to bind the Corporation

Name: R. John Slattery

Title: Chief Financial Officer and Secretary

ARMTEC LIMITED PARTNERSHIP

Per:  c/s

I have authority to bind the Corporation

Name: R. John Slattery

Title: Chief Financial Officer and Secretary

SCHEDULE "B"

Canada	
2,352,659	Fastening Plate
2,231,681	Backing Ring Clamping System
2,225,729	Arch Bridge for Water Crossing
2,180,354	A Method and Apparatus for Producing a Bell Joint
2,145,408	Apparatus and Method for the Production of Thermoplastic Pipe or Tubing
2,092,728	Stab Joint Coupler

United States of America	
4,911,633	Apparatus for Plastic Tubing Manufacture
5,017,321	Process for Plastic Tubing Manufacture
5,112,546	Method of Controlling Thickness of Thermoplastic Extruded Profile
5,441,588	Apparatus for Producing a Bell Joint
5,510,071	Method and Apparatus for Production of Tubing
5,609,713	Method for Producing a Bell Joint
5,888,024	Marine Dock and Flotation Tank
5,893,961	Backing Ring Clamping System
6,523,309	Fastening Plate
D484,609	Box Culvert

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ONTARIO)
)

On this 27th day of July, 2004, before me, a Notary Public in and for the Province of Ontario, duly commissioned and sworn, personally appeared R. John Slattery of **ARMTEC LIMITED PARTNERSHIP** the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. GIVEN UNDER my hand and official seal the day and year in this certificate above written.

Catherine Lan Pham Ngoc
NAME:

SUBSCRIBED AND SWORN to before me this ____ day of July, 2004.

[Signature]
(Signature of Notary)

(Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the Province of
Ontario residing at: Toronto, Ontario

My Commission Expires:

