

Form PTO-1595 (Rev. 07/05)  
OMB No. 0851-0027 (exp. 6/30/2008)

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

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**  
IPT America L.L.C.  
403 S. 3rd Street  
Homer, Louisiana 71040

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

**2. Name and address of receiving party(ies)**  
Name: In-Pipe Technology, LLC  
Internal Address: \_\_\_\_\_  
Street Address: 100 Bridge Street St  
City: Wheaton  
State: Illinois  
Country: USA Zip: 60187  
Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) September 23, 2005

Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s) \_\_\_\_\_  
B. Patent No.(s) \_\_\_\_\_  
5,527,465; 5,433,854, 5,578,211 and 5,788,841

Additional numbers attached?  Yes  No

\_\_\_\_\_

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Wildman, Harrold, Allen & Dixon LLP  
Internal Address: Attn. Adam Calisoff  
Street Address: \_\_\_\_\_  
225 West Wacker Drive Suite 2600  
City: Chicago  
State: Illinois Zip: 60606  
Phone Number: 312-201-2000  
Fax Number: 312-201-2555  
Email Address: calisoff@wildmanharrold.com

**6. Total number of applications and patents involved:** 4

**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 160.00

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 23-2126  
Authorized User Name Thomas J. Ring

**9. Signature:**  October 4, 2005  
Signature Date  
Thomas J. Ring Total number of pages including cover sheet, attachments, and documents: 8  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (871) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

CH \$160.00 232126 5627465

## ASSIGNMENT OF PATENTS

This Assignment of Patents ("Assignment") is made as of September 23, 2005 by and among IPT America L.L.C., a Louisiana limited liability company ("IPT"), J. Rodney Dickerson ("Rod Dickerson"), Janet E. Dickerson ("Janet Dickerson") (IPT, Rod Dickerson and Janet Dickerson are collectively referred to as the "Assignors"), and In-Pipe Technology Company, L.L.C., an Illinois limited liability company ("Assignee").

WHEREAS, the Assignors and Assignee are parties to an Intellectual Property Purchase Agreement dated as of September 23, 2005 ("IP Purchase Agreement"), pursuant to which Assignee agreed to purchase certain assets of Assignor, and Assignors agreed to transfer, assign, and contribute such assets to Assignee;

WHEREAS, Assignors own all right, title and interest in and to and are the sole exclusive owners of the inventions as disclosed and claimed in the patents granted therefore and listed on Schedule A attached hereto and incorporated herein (the "Patents"); and

WHEREAS, pursuant to the IP Purchase Agreement, Assignors desire to assign and transfer to Assignee all of their right, title and interest in and to the inventions and Patents granted therefore and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, sell and transfer to Assignee all of their rights, title and interest in and to the inventions and the Patents granted therefore, whether foreign or United States, including any continuations, continuations-in-part, divisions, renewals, reissues and extensions thereof, together with all causes of action for infringement that occurred prior to the date of this Assignment of Patents and all damages that accrued therefrom. Assignors do further consent to the recordation of this Assignment by Assignee with the Commissioner of Patents or any other appropriate governmental agency.

FURTHER, Assignors agree to execute and provide to Assignee promptly after their execution and delivery of the Assignment of Patents such further instruments and documents and assignments as may be reasonably requested by Assignee and reasonably necessary to effectuate the purpose of this Assignment of Patents and to enable Assignee to record in Assignee's name all of Assignee's rights in and to the Patents with the Commissioner of Patents or any other appropriate governmental agency.

IN WITNESS WHEREOF Assignors and Assignee have executed this Assignment as of the date first written above.

IPT America, L.L.C.

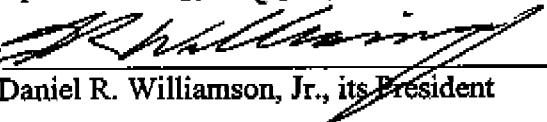
\_\_\_\_\_

By: \_\_\_\_\_  
its Managing Director

J. Rodney Dickerson

In-Pipe Technology Company, L.L.C.

\_\_\_\_\_

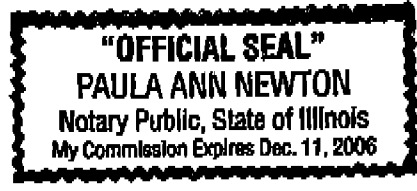
By:   
Daniel R. Williamson, Jr., its President

Janet E. Dickerson

State of Illinois )  
County of Cook )

On this 23rd day of September, 2005 before me appeared Daniel R. Williamson, Jr., the person who signed this instrument on behalf of In-Pipe Technology, L.L.C., who acknowledged that he signed it on behalf of the identified limited liability company as President, of the identified limited liability company and pursuant to authority duly received.

Paula Ann Newton  
Notary Public



IN WITNESS WHEREOF Assignors and Assignee have executed this Assignment as of the date first written above.

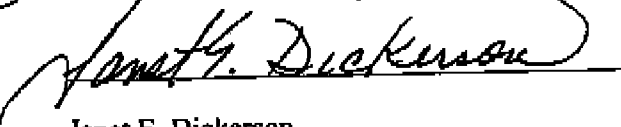
IPT America, L.L.C.

By:   
its Managing Director

In-Pipe Technology Company, L.L.C.

By: \_\_\_\_\_  
Daniel R. Williamson, Jr., its President

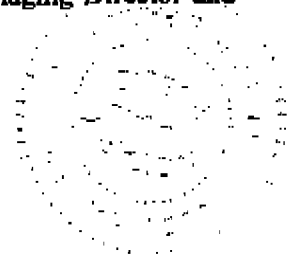
  
J. Rodney Dickerson

  
Janet E. Dickerson

State of LA )  
 Parish of Clairborne )  
 County of Clairborne )


On this 21<sup>st</sup> day of September, 2005 before me appeared J. Rodney Dickerson  
 the person who signed this instrument on behalf of IPT America, L.L.C., who acknowledged that  
 he/she signed it on behalf of the identified limited liability company as Managing Director and  
 pursuant to authority duly received.

[Signature]  
 Notary Public  
 #57279



State of LA )  
Parish )  
County of Claihome )

On this 21<sup>st</sup> day of September, 2005 before me personally appeared J. Rodney Dickerson, who signed this instrument individually.

  
\_\_\_\_\_  
Notary Public  
#87279



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of September, 2005 before me personally appeared Janet E. Dickerson, who signed this instrument individually.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**

US Patent No. 5,578,211

US Patent No. 5,788,841

US Patent No. 5,527,465

US Patent No. 5,433,854

Canada Patent (Application) No. 2,272,689