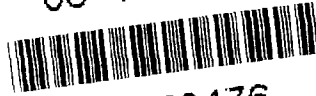


08-04-05

08-11-2005

2005



103059476

Form PTO-1595
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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

<p>1. Name of conveying party(ies): Con/Span Bridge Systems, Ltd</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>BT/CS Acquisition Corp.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>c/o Contech Construction Products Inc.</u> <u>1001 Grove Street</u></p> <p>City: <u>Middletown</u></p> <p>State: <u>OH</u> Zip: <u>05044</u></p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 13, 2005</u></p>	

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: _____

<p>A. Patent Application No.(s):</p> <p>10/790491 29/200559 11/002780 29/213162 11/074488 29/217514 29/200558</p>	<p>B. Patent No.(s):</p> <p>4595314 4993872 D490533 4687371 6854928 4797030 D406902 4854775 D484610</p>
---	---

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Erin Dugan, IP Paralegal</u> <u>Ropes & Gray LLP</u></p> <p>Internal Address: <u>Atty. Docket No. MLUI-130-023</u></p> <p>Street Address: <u>One International Place</u></p> <p>City: <u>Boston</u> MA Zip: <u>02110</u></p>	<p>6. Total number of applications and patents involved: <u>16</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>640.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p><input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>18-1945</u> (Attach duplicate copy of this page if paying by deposit account)</p>
---	---

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.

William Gosz William Gosz 8/4/05
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 7

9787961_1.DOC

08/10/2005 6TON11 00000128 181945 10790491

01 FC:8021 640.00 DA

EXECUTION VERSION**ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

THIS ASSIGNMENT made as of July 13, 2005 by Con/Span Bridge Systems Ltd., an Ohio limited liability company having its principal place of business located at 3100 Research Boulevard, P.O. Box 20266, Dayton, Ohio 45420 (the "Assignor").

RECITALS:

WHEREAS, Assignor is the owner of inventions described in certain United States Patents and Patent Applications listed on Schedule A attached hereto (collectively, the "Inventions");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of June 17, 2005 (the "Purchase Agreement") among Contech Construction Products Inc., BT/CS Acquisition Corp., Assignor and the Indemnifying Owners Named Therein, Assignor has agreed to transfer the Inventions, to BT/CS Acquisition Corp., a Delaware corporation having its principal place of business located at c/o Contech Construction Products Inc., 1001 Grove Street Middletown, Ohio 45044 (the "Assignee"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under said Inventions;

NOW, for good and valuable consideration as set forth in the Purchase Agreement and pursuant thereto, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest throughout the world in, to and under: the Inventions; all improvements, forms and embodiments thereof; all divisions, continuations, continuations-in-part, substitute applications, renewals, reissues, re-examinations, and extensions thereof; all contracts, licenses, assignments and agreements of any kind or nature arising from or relating to the Inventions including all agreements with any inventor who has contributed to the Inventions; all Letters Patent of the United States which have been or may be granted thereon and all foreign counterparts thereof; all claims and rights to sue and recover damages for future or past infringements of the Patents and any patents granted on patent applications arising from or related to the Inventions; and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto. To the extent that any of Assignor's rights or title in and to the Inventions cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Inventions.

Form of Assignment of Patents (Con_Span) Execution Version) (9)

Assignor hereby requests the Commissioner for Patents (the "Commissioner") record this Assignment of Patents and Patent Applications to Assignee. Assignor hereby further authorizes and requests the Commissioner to issue any and all Letters Patent of the United States resulting from applications assigned hereunder to Assignee, or its successors and assigns, as assignee of Assignor's entire interest therein.

Assignor agrees, upon reasonable request, without any further payment or compensation by Assignee or its successors or assigns: to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any know-how, facts and materials relating to the Inventions, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Patents or Applications, including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Applications or Patents; to testify in any interference or other legal proceedings whenever requested; to execute and deliver all lawful papers required to make any of the foregoing provisions effective; and to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably determine is desirable to secure, obtain or enforce proper patent protection for the Inventions and all associated rights in this or any foreign country.

[The remainder of this page is intentionally left blank.]

Form of Assignment of Patents (Con_Span)(Execution Version) (9)

IN TESTIMONY WHEREOF, the Assignor has caused these presents to be executed by a duly authorized corporate officer thereof as of the date first written above.

Con/Span Bridge Systems Ltd. as Assignor

By: [Signature]
Name: Timothy J. Beach
Title: President

STATE OF Ohio)
)ss.
COUNTY OF Montgomery)

On July 13, 2005, before me, the undersigned, a Notary Public in and for such State, personally appeared Timothy J. Beach, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a President (title) of Con/Span Bridge Systems Ltd.

WITNESS my hand and official seal.

[SEAL]

[Signature]
Notary Public
My Commission expires on: _____

Accepted by:
BT/CS Acquisition Corp. as Assignee

J. MICHAEL HERR, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date
Section 147.03 O. R. C.

By: _____
Name:
Title:

[Assignment of Patents]

IN TESTIMONY WHEREOF, the Assignor has caused these presents to be executed by a duly authorized corporate officer thereof as of the date first written above.

Con/Span Bridge Systems Ltd. as Assignor

By: _____

Name:

Title:

STATE OF Ohio)
)ss.
COUNTY OF _____)

On _____, 200__, before me, the undersigned, a Notary Public in and for such State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as a _____ (title) of Con/Span Bridge Systems Ltd.

WITNESS my hand and official seal.

[SEAL]

Notary Public
My Commission expires on: _____

Accepted by:
BT/CS Acquisition Corp. as Assignee

By: 
Name: Patrick M. Harlow
Title: President

[Assignment of Patents]

SCHEDULE A
TO
ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

U.S. Patents

4,595,314	6-17-1986	PRECAST CONCRETE CULVERT SECTION (expired)	2771
4,687,371	8-18-1987	PRECAST CONCRETE CULVERT SECTION (expired)	2771-C
4,797,030	1-10-1989	PRECAST CONCRETE CULVERT SYSTEM (expired)	4329
4,854,775	8-08-1989	PRECAST CONCRETE CULVERT SYSTEM (expired)	4329-C
4,993,872	2-19-1991	PRECAST CONCRETE CULVERT SYSTEM (expired)	5419
6,854,928	2-15-2005	PRECAST CONCRETE CULVERT SYSTEM	7779
D406,902	3-16-1999	CONCRETE BRIDGE SECTION	577-D
D484,610	12-30-2003	CONCRETE TUNNEL FOR A RAPID TRANSIT TRAIN	815-D
D490,533	5-25-2004	CONCRETE TUNNEL FOR A RAPID TRANSIT TRAIN	813-D

[Assignment of Patents]

U.S. Patent Applications

Application Number	Filing Date	Title	Docket No.
10/790,491	3-01-2004	PRECAST CONCRETE RETAINING WALL	7839
11/002,780	12-02-2004	METHOD FOR IMPROVING THE ENVIRONMENT WITHIN SOIL EMBEDDED CULVERT AND BRIDGE SYSTEMS	7831
11/074,488	3-08-2005	FIBER REINFORCED PRECAST CONCRETE ARCH UNIT	7871
29/200,558 (allowed)	3-01-2004	CONCRETE BRIDGE AND HEADWALL UNIT	851-D
29/200,559 (allowed)	3-01-2004	CONCRETE BRIDGE WITH INTEGRAL FOOTERS	853-D
29/213,162	9-15-2004	CONCRETE BRIDGE & HEADWALL UNIT	861-D
29/217,514	11-19-2004	PRECAST CONCRETE BRIDGE UNIT	863-D

U.S. Patent Applications (pre-filing)

Title	Docket No.
PRECAST CONCRETE BRIDGE UNIT	7860

[Assignment of Patents]