

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CEMPIPE B.V.	02/16/2006
RECEIVING PARTY DATA	
Name:	CEMPIPE TECHNOLOGY LLC
Street Address:	1819 Denver West Drive
Internal Address:	Suite 100
City:	Golden
State/Country:	COLORADO
Postal Code:	80401
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6167913
CORRESPONDENCE DATA	
Fax Number:	(303)607-3600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3036073709
Email:	bfernandez@faegre.com
Correspondent Name:	Benjamin S. Fernandez
Address Line 1:	1700 Lincoln Street
Address Line 2:	3200 Wells Fargo Center
Address Line 4:	Denver, COLORADO 80203-4532
ATTORNEY DOCKET NUMBER:	76817-294112
NAME OF SUBMITTER:	Benjamin S. Fernandez
Total Attachments: 4 source=AssignBVtoTechLLC#page1.tif source=AssignBVtoTechLLC#page2.tif	

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PATENT  
REEL: 017314 FRAME: 0612

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## ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is entered into and effective as of February 16, 2006 by and between Cempipe B.V., a Dutch company whose registered office is at the address set forth below ("Assignor"), and Cempipe Technology LLC, a Delaware Limited Liability Company whose registered office is at the address set forth below ("Assignee").

WHEREAS, Assignor owns or has created (solely or jointly with others) or otherwise obtained intellectual property rights (herein referred to as "**Intellectual Property**") exercisable in the countries of North and South America (including any islands, territories and possessions of such countries) and any other islands (excluding Greenland) located between the longitude of 30 degrees west and 165 degrees west (hereinafter the "**Territory**"), including without limitation: any trademark; trademark application; trademark registration; service mark; service mark application; service mark registration; copyright; copyright application; copyright registration; trade name; trade dress; common law trademark; common law service mark; other source indicator; goodwill; patent; patent application (including any pending or future continuation application, continuation-in-part application, divisional application, international or foreign counterpart application, reexamination application or reissue application); moral right; design; logo; formula; invention (whether or not patentable or reduced to practice); discovery; improvement; invention record; idea; concept; domain name; website; trade secret; know-how; confidential information; mask work; product right; any and all related: object code, source code and any modifications and derivatives thereof; documentation (including without limitation any written methodology, programming notes, diagrams or pseudo-code) or other content; data structures or objects; algorithms and formulae; technology or other intangible asset of any nature, whether in use, under development or design or inactive; including, without limitation, any asset identified in *Exhibit A*; and

WHEREAS, Assignee has agreed to acquire all Intellectual Property in the Territory of Assignor and the parties desire to transfer such Intellectual Property to Assignee and to confirm Assignee's ownership of such Intellectual Property in accordance with the Contribution and Assignment and Assumption Agreement executed on a date even herewith;

NOW THEREFORE, for the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers and assigns with full title guarantee to Assignee all right, title and interest in and to the Intellectual Property in the Territory including, without limitation, any and all related: (a) patent rights in the Territory, including, without limitation, any granted patents or patent applications or registrations set forth in *Exhibit A*; (b) copyright rights in the Territory; (c) trademark rights (including the goodwill associated therewith) in the Territory; (d) trade secrets in the Territory; (e) rights that may arise under any other law in effect or hereafter in effect in any country in the Territory; (f) applications, registrations, extensions and renewals for any of the foregoing, including without limitation those applications and registrations set forth in *Exhibit A*; and (g) the right to sue for, settle and release past, present and future infringement for Intellectual Property in the Territory. Not limiting the foregoing, Assignor acknowledges that Assignee may make, use, sell, import, offer for sale, market, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit any portion of the assigned Intellectual Property and any derivative works thereof in Assignee's sole and absolute discretion.

2. From time to time at Assignee's request and expense, Assignor shall execute and deliver any instrument and take any other lawful actions that may be necessary (as determined by Assignee) to evidence, maintain, effectuate, or defend any and all of Assignee's rights in the assigned Intellectual Property and any derivative works thereof.

3. Assignor hereby irrevocably waives all rights under all laws (of any country) now existing or hereafter permitted, with respect to any and all purposes for which the Intellectual Property and any derivative works thereof may be used in the Territory. To the extent Assignor retains, as a matter of law in any jurisdiction, any moral rights or other rights in or to the Intellectual Property in the Territory that cannot be transferred to Assignee hereunder, to the extent permitted by law, Assignor waives the enforcement of such rights against Assignee and any of its licensees, sublicensees, successors and assigns with respect to the Intellectual Property in the Territory, or any modifications or derivative works thereof.

4. Assignor represents and warrants that: Assignor is the lawful owner of the Intellectual Property and has the legal authority to transfer the rights set forth in this Assignment; and Assignor has not granted any interest in the Intellectual Property in the Territory to any other party or otherwise assigned or encumbered the Intellectual Property in the Territory.

5. Assignor acknowledges that this Assignment is irrevocable and binding on Assignor's successors and assigns. Assignor does not retain or have any right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcast, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Intellectual Property in the Territory and any derivative works thereof.

6. Assignee may freely assign and transfer this Assignment, or any rights or portion thereof, to any related or unrelated third party without Assignor's consent.

7. This Assignment may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

In witness whereof, the parties hereby enter into and make this Assignment as of the date indicated above:

CEMPIPE B.V.

Signed: \_\_\_\_\_

Print Name: MARTEN JACOBUS WILHELM  
MALLINCKRODT

Title: DIRECTOR

Address:

De Burde 2, 8574 TG Bakhuizen, Holland

CEMPIPE TECHNOLOGY LLC

Signed: \_\_\_\_\_

Print Name: MARTEN JACOBUS WILHELM  
MALLINCKRODT

Title: MANAGER

Address:

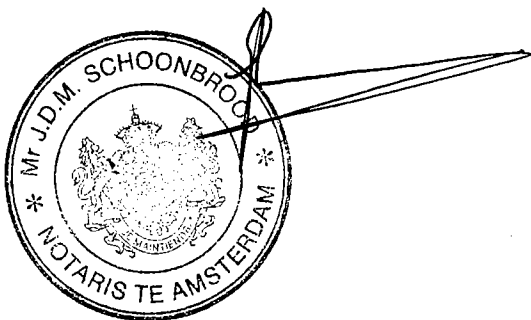
1819 Denver West Drive  
Suite 100  
Golden, CO 80401 USA



DE BRAUW  
BLACKSTONE  
WESTBROEK

I, Johannes Daniel Maria Schoonbrood, notaris (civil-law notary) practising in Amsterdam, the Netherlands, confirm that the signature placed on the document attached hereto corresponds with the signature placed on the passport in the name of Marten Jacobus Wilhelm Mallinckrodt, residing at Buchenberg 3, 21039 Börnsen, Germany, born in Bandjermasin, Indonesia on 21 May 1952.

Signed in Amsterdam on 16 February 2006.



**APOSTILLE**

Convention de La Haye du 5 octobre 1961

1. Country: THE NETHERLANDS  
This public document
2. Has been signed by: mr. J.D.M. Schoonbrood
3. Acting in the capacity of: notaris te Amsterdam
4. Bears the seal/stamp of  
mr. J.D.M. Schoonbrood  
Certified
5. At Amsterdam
6. The 20 FEB 2006
7. By the registrar of the Court in Amsterdam
8. No: 004790
9. Seal/Stamp
10. Signature

mw. H.H.S. Danielsson-Verhagen

*H.H.S. Danielsson*



**PATENT**

**REEL: 017314 FRAME: 0616**

**EXHIBIT A**

<b><u>Application No.:</u></b>	<b><u>Filed in the Name of:</u></b>	<b><u>Title:</u></b>	<b><u>Jurisdiction of Filing:</u></b>	<b><u>App. Date:</u></b>
PI 9916635-6	Cempipe Ltd.	PIPE LINER, A LINER PRODUCT...	Brazil	01 Dec. 1999
2356616	Cempipe Ltd.	PIPE LINER, A LINER PRODUCT...	Canada	01 Dec. 1999
PA/a/2001/006726	Cempipe Ltd.	PIPE LINER, A LINER PRODUCT...	Mexico	01 Dec. 1999

<b><u>Patent No.:</u></b>	<b><u>Filed in the Name of:</u></b>	<b><u>Title:</u></b>	<b><u>Jurisdiction of Filing:</u></b>	<b><u>App. Date:</u></b>
6,167,913	Cempipe Ltd.	PIPE LINER, A LINER PRODUCT...	U.S.A.	13 Jan. 1999