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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)

Worthington Armstrong Venture

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 27, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: AWI Licensing Company

Internal Address: _____

Street Address: _____

802 West Street

City: Wilmington

State: Delaware

Country: USA

Zip: 19801

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

5839246

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: John M. Olivo

Internal Address: _____

Legal - Bldg. 701

Street Address: _____

2500 Columbia Avenue, P. O. Box 3001

City: Lancaster

State: PA

Zip: 17604-3001

Phone Number: 717.396.2629

Fax Number: 717.396.6121

Email Address: jmolivo@armstrong.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 012400

Authorized User Name John M. Olivo

9. Signature:

Signature

12/20/2006

Date

John M. Olivo

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

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ASSIGNMENT

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment") is made as of this 27th day of November, 2006, (the "Effective Date"), by and between Worthington Armstrong Venture, 9 Old Lincoln Highway, Suite 200, Malvern, Pennsylvania 19355, a Delaware general partnership ("Assignor"), and, AWI Licensing Company, 802 West Street, Wilmington, Delaware 19801, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the record owner of U.S. Letters Patent No. 5,839,246, issued November 24, 1998, entitled "Grid Framework For Suspended Ceiling" ("the Patent");

WHEREAS, Assignor desires to assign, transfer and convey to Assignee all worldwide right, title and interest in and to the Patent and all worldwide right, title and interest in and to any and all corresponding patents that may issue, or have issued, outside the United States; and

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Patent to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to the Patent and any and all corresponding patents that may or have issued outside the United States, including any and all reissues, re-examinations, continuations, divisionals, continuation-in-part, corrections and extensions thereof, as well as all causes of action, claims, demands and other rights for, or arising from, any infringement, including past infringements, of the Patent.
2. Assignor represents and warrants to Assignee that: (i) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Patent and (ii) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Patent.
3. Assignor further represents and warrants to Assignee that, upon the execution and delivery of this Assignment, Assignee will be vested with the entire right, title and interest in and to the Patent, free and clear of all liens, claims, licenses or other encumbrances.
4. Assignor further agrees, without further consideration, to perform or cause to be performed such other lawful acts and to execute or cause to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

