

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
William V. Abbate	07/17/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Excell Materials, Inc.
<b>Street Address:</b>	300 Delaware Avenue
<b>Internal Address:</b>	Suite 1704
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11879324
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(412)562-1041
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	412-562-1622
<b>Email:</b>	vicki.cremonese@bipc.com
<b>Correspondent Name:</b>	Duane A. Stewart, III
<b>Address Line 1:</b>	301 Grant Street
<b>Address Line 2:</b>	20th Floor
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 12519
<b>ATTORNEY DOCKET NUMBER:</b>	0050187-000011
<b>NAME OF SUBMITTER:</b>	Duane A. Stewart, III
<b>Total Attachments: 2</b>	
source=070450 excell materials assignment#page1.tif	
source=070450 excell materials assignment#page2.tif	

CH \$40.00 11879324

**PATENT**

**500351208**

**REEL: 019806 FRAME: 0872**

ASSIGNMENT

Serial No.: 11/879,324

Filed: July 17, 2007

WHEREAS, I, William V Abbate, residing at 1803 Constitution Boulevard, Valencia, Pennsylvania 16059, have invented certain new and useful apparatus, inventions, discoveries and/or improvements disclosed in an application for United States Letters Patent entitled "SLAG CONCRETE MANUFACTURED AGGREGATE" for which an application for United States Letters Patent was executed by us on the date of execution of this Assignment;

AND WHEREAS, Excell Materials, Inc., a Delaware corporation, having a place of business at Suite 1704, 300 Delaware Avenue, Wilmington, Delaware 19801 (hereinafter the "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the apparatus, inventions, discoveries and improvements therein disclosed;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by said Assignee, receipt whereof we hereby acknowledge, we do hereby assign, sell, transfer, and set over unto said Assignee the entire right, title, and interest in and to said application and the apparatus, inventions, discoveries and improvements therein disclosed for the United States and all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, renewals, and/or extensions thereof, including all priority rights under the International Convention associated therewith for each country and the United States, said Assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by us had this Assignment not been made

The Commissioner of Patents and Trademark is requested to issue such Letters Patent in accordance herewith. We covenant that we are the lawful owners of the said application, apparatus, inventions, discoveries and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said apparatus, inventions, discoveries or improvements or any of them, and that we have the full right to make this Assignment.

The undersigned hereby authorizes and requests the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when known.

And for said consideration, we agree jointly and individually that we will communicate to said Assignee or the representatives thereof any facts known to us respecting said apparatus, inventions, discoveries and improvements, and will, upon request, but without expense to us, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said Assignee or by counsel for said Assignee, to assist or enable said

Assignee to obtain and enforce full benefits from the rights and interests herein assigned, and, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. This Assignment shall be binding upon our heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said Assignee.

And for said consideration, the undersigned hereby agrees to execute, at the request of said Assignee, all documents in connection with any application for foreign letters patent therefor.

Executed: 7-17-07

William V. Abbate  
William V. Abbate

State of PA }  
County of Butler } ss:

Before me, a Notary Public in and for the said County and State, personally appeared William V. Abbate who acknowledged that he is the person who executed the foregoing assignment and acknowledged it to be his free and voluntary act and deed

Witness my hand and notarial seal this 17<sup>th</sup> day of July, 2007.

(Notarial Seal)

Derena L. Traud  
Notary Public

