

PATENT ASSIGNMENT

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| SUBMISSION TYPE:  | NEW ASSIGNMENT                       |
| NATURE OF CONVEYANCE:   | ASSIGNMENT                           |
| CONVEYING PARTY DATA  |                                      |
| Name  | Execution Date                       |
| K.C. Asphalt, L.L.C.  | 09/28/2007                           |
| RECEIVING PARTY DATA  |                                      |
| Name:   | Henry Company                        |
| Street Address:   | 909 N. Sepulveda Boulevard           |
| Internal Address:   | Suite 650                            |
| City:   | El Segundo                           |
| State/Country:  | CALIFORNIA                           |
| Postal Code:  | 90245                                |
| PROPERTY NUMBERS Total: 1   |                                      |
| Property Type   | Number                               |
| Patent Number:  | 5695553                              |
| CORRESPONDENCE DATA   |                                      |
| Fax Number:   | (856)661-1919                        |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>                                    |                                      |
| Email:  | lynda.calderone@flastergreenberg.com |
| Correspondent Name:   | Lynda L. Calderone                   |
| Address Line 1:   | 1628 John F. Kennedy Blvd.           |
| Address Line 2:   | 8 Penn Center, 15th Flr.             |
| Address Line 4:   | Philadelphia, PENNSYLVANIA 19103     |
| ATTORNEY DOCKET NUMBER:   | R0718                                |
| NAME OF SUBMITTER:  | Lynda L. Calderone                   |
| Total Attachments: 4<br>source=HENRY ASSIGN#page1.tif<br>source=HENRY ASSIGN#page2.tif<br>source=HENRY ASSIGN#page3.tif |                                      |

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PATENT  
REEL: 019955 FRAME: 0131



**ASSIGNMENT**  
**Patent and Patent Application**

PATENT ASSIGNMENT (this "Assignment") entered into by and between K.C. Asphalt, L.L.C., a limited liability company organized and existing under the laws of the State of Colorado ("Assignor"), having its principal place of business at 6502 South Yale Avenue, Tulsa, Oklahoma 74136 and Henry Company, a corporation organized and existing under the laws of the State of California ("Assignee"), having its principal place of business at 909 N. Sepulveda Boulevard, Suite 650, El Segundo, California 90245.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, Assignor's entire right, title and interest in and to the patent and patent application filed and issued in the country, on the date and under the serial number listed in the attached Schedule "A" (the "Assigned Patent and Patent Application").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, Assignor's entire right, title and interest in and to the Assigned Patent and Patent Application and any divisional or continuation applications, whether presently pending or filed in the future.

Upon the reasonable request of Assignee, Assignor hereby agrees to reasonably cooperate with Assignee in executing such further documentation provided by such Assignee as may be required to secure to the Assignee the rights hereby transferred. Assignor shall transfer physical possession of the files regarding the Assigned Patent and Patent Application that are in its possession at such time as Assignee and Assignor agree in writing.

Assignor warrants that, to Assignor's knowledge, it has good and marketable title to the Assigned Patent and Patent Application free and clear of any lien, license or other restriction or limitation regarding use or disclosure. Assignor further warrants that in connection with the Assigned Patent and Patent Application, to Assignor's knowledge, Assignor has not interfered with, infringed upon, misappropriated or otherwise come into conflict with any intellectual property rights of third parties, and Assignor has not received any charge, complaint, claim, demand or notice alleging any such interference, infringement, misappropriation or violation.

Notwithstanding any other provision of this Assignment to the contrary, this Assignment is made without any representation or warranty of any nature (a) as to the value of the Assigned Patent and Patent Application or (b) as to any warranty (express or implied, oral or written) of merchantability or fitness for a particular purpose (whether or not a party or its affiliates knows or has reason to know any such purpose).

**PATENT**  
**REEL: 019955 FRAME: 0134**

IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment to be effective the 28<sup>th</sup> day of September, 2007.

K.C. ASPHALT, L.L.C.

By SemMaterials, L.P.,  
Its sole member

By SemOperating G.P., L.L.C.,  
Its general partner

By:

Frank R. Panzer

Frank R. Panzer

President of SemMaterials, L.P.

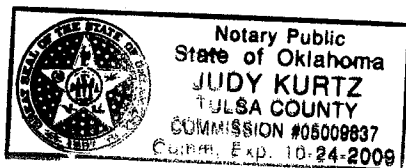
Acknowledged and Agreed to by:

Henry Company

By: \_\_\_\_\_

STATE OF OKLAHOMA           )  
  ) ss  
COUNTY OF TULSA           )

On this 28<sup>th</sup> day of September, 2007, before me, a Notary Public in and for the State and County aforesaid, personally appeared Frank R. Panzer, President of SemMaterials, L.P. of SemOperating G.P., L.L.C., the general partner of the sole member of K.C. Asphalt, L.L.C. to me well known and known by me to be the person of the above name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her own free act and deed.



Judy Kurtz  
Notary Public  
My Commission Expires: 10-24-09

**Schedule A**

**ASSIGNED PATENT AND PATENT APPLICATION**

| TITLE OF PATENT                                      | COUNTRY | PATENT NO./SERIAL NO. | ISSUE DATE |
|--|---------|-----------------------|------------|
| WAX-BASED EMULSIONS AND THEIR USE IN GYPSUM PRODUCTS | USA     | 5695553               | 12/09/1997 |
| WAX-BASED EMULSIONS AND THEIR USE IN GYPSUM PRODUCTS | USA     | 10/116,841            | N/A        |