

12-11-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



HEET

103583292

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)

Marshall Industries Composites, Inc.

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

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

Execution Date(s) November 16, 2009

☒ 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: Marshall Composite Systems, LLC

Internal Address: _____

Street Address: 2873 22nd Street SE

City: Salem

State: Oregon

Country: USA Zip: 97302

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)

5,851,468

Additional numbers attached? ☐ Yes ☐ No

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

Name: Robert D. Varitz, P.C.

Internal Address: _____

Street Address: 4915 S.E. 33rd Place

City: Portland

State: Oregon

Zip: 97202

Phone Number: 503-720-1983

Fax Number: 503-233-7730

Email Address: robert@varitz.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 to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Robert D. Varitz
Signature

December 8, 2009

Date

Robert D. Varitz
Name of Person Signing

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

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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 4000, Alexandria, V.A. 22313-1450

40.00 00

PATENT
REEL: 023639 FRAME: 0114

ASSIGNMENT OF PATENT

WHEREAS, Marshall Industries Composites, Inc. (MIC), a Delaware corporation wholly owned by Reichhold, Inc. (Reichhold) and having its place of business at PO Box 13582, Research Triangle Park, NC 27709 was the holder of United States Patent 5,851,468, *Reinforcing Structural Rebar and Method of Making Same* (the Subject Patent); and

WHEREAS, by an Asset Purchase and Sale Agreement (the Agreement) dated 13 December 2007 MIC sold its ownership of the Subject Patent to Marshall Composite Systems, LLC (MCS), an Oregon limited liability company having its place of business at 2873 22nd Street SE, Salem, OR 97302; and

WHEREAS, in 2008 Reichhold dissolved MCI before MCS had undertaken to complete the documentation required by the Agreement to effect the transfer the Subject Patent from MIC to MCS; and

WHEREAS, upon the dissolution of MIC Reichhold became the successor in interest to all of the intellectual property of MIC, including the Subject Patent; and

WHEREAS, MCS still desires to acquire the Subject Patent per the terms of the Agreement, and Reichhold as successor in interest to MIC's ownership of the Subject Patent is willing to assign the ownership of the Subject Patent to MCS per the Agreement;

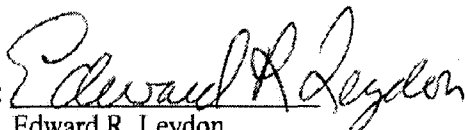
NOW, THEREFORE, in consideration of the sums paid by MCS to MIC under the Agreement, by these presents, Reichhold, as successor in interest to MIC, warrants that it is the full owner of, and hereby sells, assigns and transfers to MCS, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries (a) in and to the above-identified United States Letters Patent, (b) in and to any and all inventions which are disclosed in the herein assigned United States Letters Patent, (c) in and to all related divisional, continuing, substitute, renewal,

reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries covering any of the mentioned inventions, and (d), in and to all related original and reissued patents which have been, or may be, issued in the United States and all foreign countries covering the mentioned inventions.

Reichhold agrees that MCS may, as appropriate, apply for and receive any desired additional Letters Patent for the mentioned inventions in its own name; and that, when requested, (at the expense of MCS, its successors, assigns and legal representatives), it will: cooperate fully in the execution of all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all of the mentioned inventions; execute, as appropriate, all rightful oaths, assignments, powers of attorney and other papers; communicate to MCS, as requested thereby, its successors, assigns, and representatives, all facts known to Reichhold relating to the inventions and the histories thereof; and generally to do everything reasonable which MCS, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for the mentioned inventions and for vesting title to the inventions and all applications for patents and all patents covering the inventions, in MCS, its successors, assigns and legal representatives.

Reichhold further covenants with MCS, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Reichhold, and that the full right to convey the same as herein expressed is possessed by Reichhold.

Reichhold, Inc.

By: 
Edward R. Leydon
Secretary