

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Alkan Shelter, LLC fka Centec Corporation	11/11/2010
RECEIVING PARTY DATA	
Name:	Will-Burt Advanced Composites, Inc.
Street Address:	169 S. Main Street
City:	Orrville
State/Country:	OHIO
Postal Code:	44667
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7059488
Patent Number:	7334697
CORRESPONDENCE DATA	
Fax Number:	(740)397-6775
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	740-397-4040
Email:	deavers@ccj.com
Correspondent Name:	Maribeth Deavers
Address Line 1:	10 S. Gay Street
Address Line 2:	P. O. Box 469
Address Line 4:	Mount Vernon, OHIO 43050
NAME OF SUBMITTER:	Maribeth Deavers
Total Attachments: 10 source=Assignment_of_Patent_7,059,488[1]#page1.tif source=Assignment_of_Patent_7,059,488[1]#page2.tif source=Assignment_of_Patent_7,059,488[1]#page3.tif source=Assignment_of_Patent_7,059,488[1]#page4.tif	

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PATENT
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ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT ("Assignment") is made this 10th day of November, 2010, by **Alkan Shelter, LLC, f/k/a Centec Corporation**, an Alaska limited liability company with its principal place of business located at 1701 South Cushman St., Fairbanks, Alaska 99701 ("Assignor") and **Will-Burt Advanced Composites, Inc.**, an Ohio corporation with a business address of 169 S. Main Street, Orrville, Ohio 44667 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated even date herewith, ("Purchase Agreement"), pursuant to which Assignee agreed to purchase and Assignor agreed to sell substantially all the assets of Assignor used by Assignor in the operation of the Business (as defined in the Purchase Agreement), including all of its intellectual property comprising any and all of its rights in any patents, patent applications and inventions.

WHEREAS, Assignor is the lawful assignee of the United States Patent Number **7,059,488**, which application was filed on June 30, 2003 under Application Number 10/610,010, and which patent issued June 13, 2006 ("Patent");

WHEREAS, the invention claimed in the Patent was invented by Gerald D. Myers, titled as "ISO fittings for composite structures" and is more fully described as follows:

An apparatus and method are disclosed for removably attaching an ISO corner fitting to a composite material shipping container. The apparatus and method of the invention comprises a post that is anchored in the composite material frame of the container. The ISO corner fitting is then attached to the post using a connector assembly that may be engaged and disengaged as needed to attach and detach the ISO corner fitting from the post. The post has a plurality of grooves formed thereon that help hold the post in the composite material of the shipping container. The grooves transfer any tension or compression loads that are applied to the ISO corner fitting directly to the shipping container.

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Patent and the Assignee is desirous of acquiring all of Assignor's rights to the Patent.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest it has in and to the above marks and Assignee accepts the assignment and assumes Assignor's rights to the Patent according to the following terms.

1. **Transfer of Patent.** Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns the full title, interest and exclusive right to the Patent, including any divisional or continuations in part, and the right of priority, in, to and under any and all patents and inventions throughout the United States and any foreign country to the extent allowed by law. Assignor shall promptly upon request of Assignee communicate any facts known to it

respecting the Patent, execute and deliver without further compensation any power of attorney, application, whether original, continuation, divisional or reissue, or other papers that may be necessary or fully desirable to secure to Assignee, its successors and assigns, the Patent, and all rights therein or arising therefrom in the United States and in any foreign country and to cooperate and assist in the prosecution of any interference proceedings involving said inventions and in the adjudication and re-examination thereof. After the date of this Assignment, Assignor shall cease using all of the intellectual property associated with the Patent and shall not challenge Assignee's use of same.

2. **Recordation.** Assignor hereby authorizes Assignee to file an appropriate record of assignment with the United States Patent and Trademark Office. Assignee shall bear all recordation fees associated with any such recordation.

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants as follows:

(a) Assignor is a valid and registered limited liability company in active existence and good standing under the laws of the State of Alaska;

(b) Assignor has the exclusive ownership of the Patent and no rights, title or interest of any third party is prejudiced or infringed by the use of the Patent or the assignment being made hereunder;

(c) There are no security interests in the Patent;

(d) Assignor has not granted any licenses to use the Patent or sold or transferred any rights in the Patent to any other party;

(e) There is no litigation pending or any disputes arising or relating to the use of the Patent;

(f) Assignor is not aware of any competing claims for the Patent;

(g) Assignor has obtained full authority and all consents and approvals of any third party or government agency necessary to execute this Assignment and consummate the transactions contemplated hereunder;

(h) Assignor shall not use the Patent or engage in any action that will be detrimental to the validity of the Patent after this assignment;

4. **Representations and Warranties of Assignee.** Assignee hereby represents and warrants as follows:

(a) Assignee is a valid and registered corporation in good standing existing under the laws of the State of Ohio;

(b) Assignee has obtained full authority and all consents and approvals of any third party or government agency necessary to execute this Assignment and consummate the transactions contemplated hereunder;

5. **Indemnification.** Assignor shall defend, indemnify and hold harmless Assignee from any cause of action, damages including reasonable attorney fees, losses or other claims arising out of Assignor's use of the Patent or any breach of any representation or warranty made by Assignor herein.

6. **Effective Date.** This Assignment has been duly executed by the parties' authorized representatives as of the date first set forth above and shall be effective immediately.

7. **Applicable Law and Venue:** This Assignment shall be governed by the laws of Ohio without regard to conflict of law principles. Any action filed by either party as a result of a dispute resulting from or arising out of this Assignment or the transactions contemplated hereby shall only be filed in the Common Pleas Court of Wayne County, Ohio, or in the United States District Court for the Northern District of Ohio, it being expressly agreed by Assignor and Assignee that said forums shall have exclusive and sole jurisdiction and venue to hear disputes between the parties arising out of this Assignment.

8. **Entire Agreement.** This Assignment is made and delivered pursuant to the terms of the Purchase Agreement, and together they constitute the entire agreement between the parties with regard to this subject matter hereof and supersede any and all agreements, whether oral or written, between the parties with respect to the subject matter herein. Any amendments or modifications must be in writing signed by both parties.

9. **Successors.** This Assignment and the obligations and rights hereunder shall be binding on and inure to the benefit of the parties, their successors and assigns.

10. **Further Acts.** Assignor further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Patent.

[Signatures Appear on the Following Page]

[Assignment of Patent Signature Page]

EXECUTED by the parties hereto, intending to be legally bound, effective as of the day and year first above written.


"Assignor"

Alkan Shelter, LLC, f/k/a Centec Corporation

By: 
Gerald D. Myers, its Manager

"Assignee"

Will-Burt Advanced Composites, Inc.

By: 
Jeffrey C. Evans, its CEO

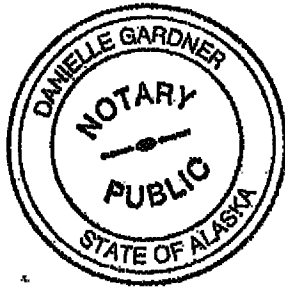
STATE OF ALASKA)

) ss:

COUNTY OF Fourth Judicial District

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named Gerald D. Myers, Manager of Alkan Shelter, LLC, f/k/a Centec Corporation, who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fairbanks, Alaska on this 11 day of November, 2010.



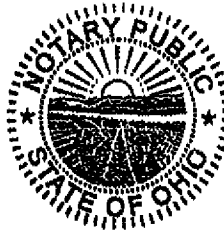

Notary Public

STATE OF OHIO)
) ss:
COUNTY OF WAYNE)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named **Jeffrey O. Evans**, CEO of **Will-Burt Advanced Composites, Inc.**, who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Wesley, Ohio on this 12 day of November, 2010.


Notary Public



DEBORAH S. DOUGLAS
Notary Public, State of Ohio
My Commission Expires 11/28/2014

ASSIGNMENT OF PATENT

THIS ASSIGNMENT OF PATENT ("Assignment") is made this 10th day of November, 2010, by Alkan Shelter, LLC, an Alaska limited liability company with its principal place of business located at 1701 South Cushman St., Fairbanks, Alaska 99701 ("Assignor") and Will-Burt Advanced Composites, Inc., an Ohio corporation with a business address of 169 S. Main Street, Orrville, Ohio 44667 ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated even date herewith, ("Purchase Agreement"), pursuant to which Assignee agreed to purchase and Assignor agreed to sell substantially all the assets of Assignor used by Assignor in the operation of the Business (as defined in the Purchase Agreement), including all of its intellectual property comprising any and all of its rights in any patents, patent applications and inventions.

WHEREAS, Assignor is the lawful assignee of the United States Patent Number 7,334,697, which application was filed on October 20, 2005 under Application Number 11/254,343, and which patent issued February 26, 2008 ("Patent");

WHEREAS, the invention claimed in the Patent was invented by Gerald D. Myers and Paul Steinert, titled as "ISO container" and is more fully described as follows:

A lightweight transportable container is disclosed in which the wall, roof, and floor of the container are laminated panels bonded together to form a rigid monolithic structure. The container is formed of nonmetallic materials, is stackable, and has a payload more than eight times greater than the tare weight of the container. The container is particularly useful in hostile and extreme temperature environments and is designed to withstand the application of numerous forces from various directions, such as those typically applied, for example, in ISO certification testing.

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Patent and the Assignee is desirous of acquiring all of Assignor's rights to the Patent.

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest it has in and to the above marks and Assignee accepts the assignment and assumes Assignor's rights to the Patent according to the following terms.

1. **Transfer of Patent.** Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns the full title, interest and exclusive right to the Patent, including any divisional or continuations in part, and the right of priority, in, to and under any and all patents and inventions throughout the United States and any foreign country to the extent allowed by law. Assignor shall promptly upon request of Assignee communicate any facts known to it respecting the Patent, execute and deliver without further compensation any power of attorney,

application, whether original, continuation, divisional or reissue, or other papers that may be necessary or fully desirable to secure to Assignee, its successors and assigns, the Patent, and all rights therein or arising therefrom in the United States and in any foreign country and to cooperate and assist in the prosecution of any interference proceedings involving said inventions and in the adjudication and re-examination thereof. After the date of this Assignment, Assignor shall cease using all of the intellectual property associated with the Patent and shall not challenge Assignee's use of same.

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(b) Assignor has the exclusive ownership of the Patent and no rights, title or interest of any third party is prejudiced or infringed by the use of the Patent or the assignment being made hereunder;

(c) There are no security interests in the Patent;

(d) Assignor has not granted any licenses to use the Patent or sold or transferred any rights in the Patent to any other party;

(e) There is no litigation pending or any disputes arising or relating to the use of the Patent;

(f) Assignor is not aware of any competing claims for the Patent;

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6. **Effective Date.** This Assignment has been duly executed by the parties' authorized representatives as of the date first set forth above and shall be effective immediately.

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[Signatures Appear on the Following Page]

[Assignment of Patent Signature Page]

EXECUTED by the parties hereto, intending to be legally bound, effective as of the day and year first above written.

"Assignor"
Alkan Shelter, LLC

By: 
Gerald D. Myers, its Manager

"Assignee"
Will-Burt Advanced Composites, Inc.

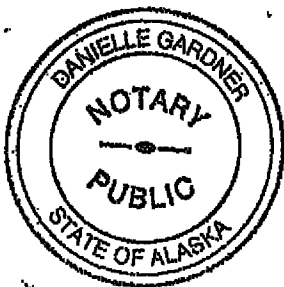
By: 
Jeffrey Q. Evans, its CEO

STATE OF ALASKA)

COUNTY OF Fourth Judicial District) ss:

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named Gerald D. Myers, Manager of Alkan Shelter, LLC, who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fairbanks, Alaska on this 11 day of November, 2010.

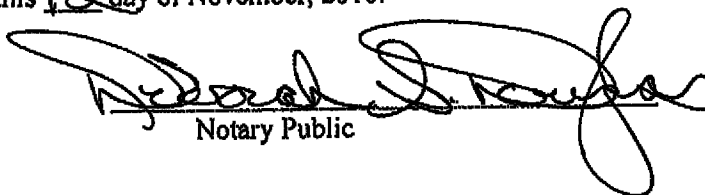



Notary Public

STATE OF OHIO)
) ss:
COUNTY OF WAYNE)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named **Jeffrey O. Evans**, CEO of **Will-Burt Advanced Composites, Inc.**, who acknowledged that he did sign the foregoing instrument on the behalf of the company, and that the same was his free act and deed.

 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at , Ohio on this 12 day of November, 2010.


Notary Public



DEBORAH S. DOUGLAS
Notary Public, State of Ohio
My Commission Expires 11/28/2014