

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Reichhold, Inc.	11/16/2009
RECEIVING PARTY DATA	
Name:	Marshall Composite Systems, LLC
Street Address:	2873 22nd Street SE
City:	Salem
State/Country:	OREGON
Postal Code:	97302
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5702816
CORRESPONDENCE DATA	
Fax Number:	5032323127
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-504-2271
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ATTORNEY DOCKET NUMBER:	MARS.1001
NAME OF SUBMITTER:	Jon M. Dickinson
Total Attachments: 3 source=20091116_5702816_Assignment_MARS1001#page1.tif source=20091116_5702816_Assignment_MARS1001#page2.tif source=20091116_5702816_Assignment_MARS1001#page3.tif	

OP \$40.00 5702816

## 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 5,702,816, *Reinforcing Structural Rebar and Method of Making the 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

Executed this 16th day of November, 2009 at 2400 Ellis Road, Durham, NC 27703.

State of North Carolina  
County of Wake

Before me personally appeared said Edward R. Leydon and acknowledged the foregoing instrument to be his free act and deed on this the 16th day of November, 2009.



Sandra P. Guastaferra  
Expires: July 31, 2011

