

05-08-2003



U.S. DEPARTMENT OF COMMERCE
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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨ ⇨ ⇨

102442578

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **5-5-03**
Materials International, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation -State Georgia
 Other

2. Name and address of receiving party(ies)
Name: CMI Limited Co.
Internal
Address:
Street Address: 4501 Circle 75 Parkway, Suite E-5370
City: Atlanta State: Georgia Zip: 30339

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date: February 28, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2,037,807 and 1,889,900

Additional number(s) attached Yes No

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

Name: Standley & Gilcrest LLP

Internal Address:

Street Address: 495 Metro Place South, Suite 210

City: Dublin State: Ohio Zip: 43017-5319

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 80.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

19-4076

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.

Jeffrey S. Standley, Reg. No. 34,021

Name of Person Signing

Jeffrey S. Standley
Signature

Total number of pages including cover sheet, attachments, and document:

0000035
4/28/03
\$ 80.00
Total: \$ 80.00

Mail documents to be recorded with required cover sheet information to:
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FINANCE SECTION

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, Materials International, Inc. ("Assignor"), is the owner of certain Intellectual Property (as that term is defined in that certain Contribution Agreement, dated as of February 28, 2003 (the "Contribution Agreement")), including copyrights, patents, Letters Patents, trademarks, service marks, trade names, logos, trade secrets, formulas, inventions, know how, domain names, other confidential information and other intellectual property, together with pending applications for any of the foregoing, including, without limitation, all of the intellectual property described on the attached Schedule, together with all associated goodwill;

WHEREAS, CMI Limited Co., an Ohio limited liability company ("Assignee"), is desirous of acquiring the Intellectual Property;

WHEREAS, pursuant to a certain Contribution Agreement, Assignor contributed, assigned, granted, transferred and conveyed to Assignee the Intellectual Property;

NOW THEREFORE for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Intellectual Property, including the entire copyright interests therein and, with respect to all patent applications and Letters Patents, all patents and Letters Patents that claim priority under one or more of the subject patents, and including all claims for damages for past infringement, together with the goodwill of the business symbolized by the Intellectual Property.

MATERIALS INTERNATIONAL, INC.

By: John Irvine

Printed Name: John Irvine

Title: President

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

On this 28 day of February, 2003 before me, a Notary Public in and for said county and state, personally appeared JOHN IRVINE, who acknowledged himself to be the PRESIDENT of Materials International, Inc., which executed the foregoing assignment and who acknowledged that he/she is authorized to executed this assignment on behalf of said corporation, and that he did execute the foregoing assignment for and on behalf of said corporation and that such signing is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Reiss
Notary Public



MICHELLE REISS
Notary Public, Cobb County, Georgia
My Commission Expires Aug. 3, 2003