

08-26-2004



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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)/Execution Date(s):

Contech Construction Products, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Execution Date(s) April 29, 2002

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Millennium 3, Inc. d/b/a

Internal Pavetech International

Address: Suite 120

Street Address: 4660 Duke Drive

City: Mason

State: Ohio

Country: USA Zip: 45040

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship Ohio
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,212,457;
1,596,452; 1,979,536; and 2,308,864

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

1,212,457-PAVE PREP; 1,596,452-GEOTAC; 1,979,536-PAVE PREP SA; and
2,308,864-ISAC

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

Name: Kathryn E. Smith, Esq.

Internal Address: Wood, Herron & Evans, L.L.P.
2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati

State: Ohio Zip: 45202

Phone Number: (513) 241-2324

Fax Number: (513) 421-7269

Email Address: ksmith@whepatent.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number 23-3000

Authorized User Name _____

9. Signature:

Kathryn E. Smith
Signature

August 20, 2004
Date

Kathryn E. Smith

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

08/25/2004 16:16:00
01 FC:4551 8
02 FC:4552

ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This Assignment and Assumption Agreement and Bill of Sale (this "Bill of Sale") is made as of this 29th day of April, 2002, by and between CONTECH CONSTRUCTION CORPORATION INC., an Ohio corporation ("Seller"), and MILLENNIUM 3, INC., an Ohio corporation doing business as Pavtech International ("Buyer"), under the following circumstances:

1. Seller does hereby bargain, sell, transfer, convey, assign and deliver to Buyer, pursuant to the terms of the Asset Sale Agreement by and between Seller and Buyer, dated as of April 29, 2002, into which this Bill of Sale is incorporated by this reference (the "Agreement"), all of its rights, title and interest in, to and under the following assets, which are used in a part Seller's business known as Pave Prep Products (the "Assets"):
 - (a) the Inventory, being all of those items listed on Exhibit A of the Agreement;
 - (b) the Personal Property, being all of those items listed on Exhibit B of the Agreement; and
 - (c) the Intellectual Property, being all of those items listed on Exhibit D of the Agreement.
2. Seller hereby assigns, and Buyer hereby accepts the assignment of and assumes and agrees to pay, discharge and/or perform when due, all executory liabilities and obligations of Seller under the Contractual Obligations, as set forth in Exhibit C of the Agreement.
3. Seller shall indemnify and hold Buyer harmless from and against all loss, damage, cost and expense that may be claimed against, imposed upon or incurred by Buyer by reason of Seller's failure to perform any of its obligations under any of the Contractual Obligations prior to the date of this Bill of Sale.
4. Buyer shall indemnify and hold Seller harmless from and against all loss, damage, cost and expense that may be claimed against, imposed upon or incurred by Seller by reason Buyer's failure to perform any of its obligations under any of the Contractual Obligations on or after the date of this Bill of Sale.
5. This Bill of Sale is made, excuted and delivered for and upon the consideration provided for in the Agrcement, the receipt and sufficiency of which hereby are expressly acknowledged.


6. Capitalized terms used herein and not otherwise defined are used as defined in the Agreement.
7. Seller covenants that it shall, at any time and from time to time, at the reasonable request of Buyer, execute and deliver to Buyer any and all other instruments which may be reasonably necessary to vest in Buyer full right, title and interest in and to the Assets or to effectuate fully the assignment to Buyer of the Contractual Obligations.

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IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed as of the date first written above.


SELLER:

**CONTECH CONSTRUCTION PRODUCTS INC.,
an Ohio corporation**

By: 
Name: _____
Title: _____

BUYER:

**MILLENNIUM 3, INC.,
an Ohio corporation**

By: 
Name: Robert E. Ricard
Title: President

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Contech Construction Products Inc., an Ohio corporation having its principal place of business at 1001 Grove Street, Middletown, Ohio 45044 (hereinafter "Assignor"), is the owner of the following patents and trademarks and registrations thereof in the United States Patent and Trademark Office:

Trademark/Patent	Registration No.	Reg. Date
Geotac	1,596,452	5/15/90
Pave Prep	1,212,457	10/12/82
Pave Prep S.A.	1,979,536	6/11/96
System for Producing a Bitumen Laminate	4,417,939	11/29/83

WHEREAS, Millennium 3, Inc., an Ohio corporation doing business as Pavetech International (hereinafter "Assignee"), desires to acquire the entire right, title and interest in and to said patents and trademarks and registrations thereof; and

NOW, THEREFORE, in consideration of the purchase price payable under that certain Asset Sale Agreement, dated as of April 29, 2002, by and between Assignor and Assignee and other good and valuable consideration, Assignor hereby assigns to Assignee all right, title and interest in the United States in and to said patents and trademarks and said registrations thereof, together with the goodwill of the business symbolized by said patents and trademarks and said registrations.

CONTECH CONSTRUCTION PRODUCTS INC.

Date: 4/29/02

By: [Signature]
Name: Patrick M Harlow
Title: President & CEO

State of OH
County of Butler

The foregoing instrument was acknowledged before me this 29th day of April, 2002, by Patrick M Harlow, President & CEO of Contech Construction Products Inc., an Ohio corporation, on behalf of the corporation.

[Signature]
Notary Public

Jennifer M. Stoff, Notary Public
in and for the State of Ohio
My Comm. Expires Sept. 12, 2005

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TRADEMARK ASSIGNMENT

WHEREAS, **Contech Construction Products Inc.**, an Ohio corporation having its principal place of business at 1001 Grove Street, Middletown, Ohio 45044 (hereinafter "Assignor"), is the owner of the following trademarks and registrations thereof in the Canadian Intellectual Property Office:

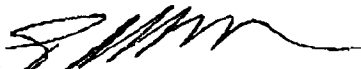
Trademark	Registration No.	Reg. Date
ISAC	TMA524,336	3/7/00
Pave Prep	361,236	10/27/87
ISAC	2,368,864	01/18/00

WHEREAS, **Millennium 3, Inc.**, an Ohio corporation (hereinafter "Assignee"), desires to acquire the entire right, title and interest in and to said trademarks and registrations thereof; and

NOW, THEREFORE, in consideration of the purchase price payable under that certain Asset Sale Agreement, dated as of April 29, 2002, by and between Assignor and Assignee and other good and valuable consideration, Assignor hereby assigns to Assignee all right, title and interest in Canada in and to said trademarks and said registrations thereof, together with the goodwill of the business symbolized by said trademarks and said registrations.

CONTECH CONSTRUCTION PRODUCTS INC.

Date: 4/29/02

By: 
 Name: Patrick M. Harlow
 Title: President & CEO

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EXHIBIT D

Intellectual Property

PAVE PREP INTELLECTUAL PROPERTY**TRADEMARKS**

Geotac	United States	Reg. No. 1,596,452 Issued: 05/15/90 Renewal: 05/15/10 Cost: \$1,120.00
ISAC*	United States	Reg. No. 2,308,864 Issued: 01/18/00 Renewal: 01/18/06 Cost: \$920.00
ISAC*	Canada	Reg. No. TMA524,336 Issued: 03/07/00 Renewal: 03/07/15 Cost: \$1,200.00
Pave Prep	United States	Reg. No. 1,212,457 Issued: 10/12/82 Renewal: 10/12/02 Cost: \$1,120.00
Pave Prep	Australia	Reg. No. B481563 Issued: 02/15/88 Renewal: 02/15/09 Cost: \$1,500.00
Pave Prep	Austria	Reg. No. 126,547 Issued: 08/11/89 Renewal: 03/31/09 Cost: \$1,500.00
Pave Prep	Canada	Reg. No. 361,236 Issued: 10/27/89 Renewal: 10/27/04 Cost: \$1,200.00
Pave Prep	France	Reg. No. 1,523,874 Issued: 04/12/89

Renewal: 04/11/09
Cost: \$1,100.00

Pave Prep	Italy	Reg. No. 0557552 Issued: 12/20/91 Renewal: 05/02/09 Cost: \$1,500.00
Pave Prep	Norway	Reg. No. 136,736 Issued: 05/25/89 Renewal: 05/25/09 Cost: \$1,800.00
Pave Prep	Switzerland	Reg. No. 370,669 Issued: 03/06/89 Renewal: 03/06/09 Cost: \$1,500.00
Pave Prep SA	United States	Reg. No. 1,979,536 Issued: 06/11/96 Renewal: 06/11/06 Cost: \$1,120.00

* See Schedule 5(d).

PATENTS

System for Producing a Bitumen Laminate	United States	Patent: 4,417,939 Issued: 11/29/83 Expires: 03/02/02
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