Signature

attachments, and document [_

Total number of pages including covering sheet,

01 FC:581

Name of person signing

PATENT REEL: 9322 FRAME: 0715

Date

ASSIGNMENT

WHEREAS: John Pannell, an individual residing at 11508 Surrey Lane, Midwest City, Oklahoma 73130 and Rupert R. Thomas, Sr., an individual residing at 1700 Old Towne Road, Edmond, Oklahoma 73034 (hereinafter referred to as ASSIGNORS), have invented and own a certain invention entitled: FACILITY FOR MAINTAINING AN ITEM IN A CONTROLLED ENVIRONMENT for which application for Letters Patent of the United States has been executed on even date herewith; and

WHEREAS: Earthsource Technologies, Inc., an Oklahoma corporation having a principal place of business at 6908 E. Reno, Suite 102, Midwest City, Oklahoma 73110 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right to claim priority under any applicable provisions of the International Convention and the Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Page 1 of 2 Pages

PATENT REEL: 9322 FRAME: 0716

IN WITNESS WHEREOF, I have hereunto set my hand and seal to day of, 1998.	his
John Pannell	
IN WITNESS WHEREOF, I have hereunto set my hand and seal to day of, 1998.	his
Rupert R. Thomas, Sr.	***************************************

Page 2 of 2 Pages