

ASSIGNMENT

THIS ASSIGNMENT is made and entered into effective as of the 28th day of May, 1998, by and between **Universal Environmental Technologies, Inc. ("UET")**, and **Excalibur Oil Corporation**, and **Big Blue, Inc.**, and **Soil Savers, Inc.**, and **Mr. William W. Rippetoe**, and **Mr. David N. Shroff** (each of the foregoing, including UET, an "Assignor" and collectively, the "Assignors"), and **Internet A-Z Marketing, Inc.**, a Colorado corporation (the "Assignee").

Pursuant to that certain letter agreement dated as of April 27, 1998 by and between the Assignee and the Assignors, UET and each of the other Assignors have agreed to sell, assign, transfer and convey to the Assignee all of their respective right, title and interest in and to the Letters Patent and applications and other assets described hereinbelow.

For value received, the adequacy of which is hereby acknowledged, the Assignors, and each of them, do hereby assign, grant and convey to the Assignee, and its successors and assigns, all right, title and interest in and to all Letters Patent and other patent rights owned directly or indirectly by or for the benefit of **Universal Environmental Technologies, Inc.**, or **Excalibur Oil Corporation**, or **Big Blue, Inc.**, or **Soil Savers, Inc.**, or **Mr. William W. Rippetoe**, or **Mr. David N. Shroff**, or any combination of them, including specifically, without limitation, (i) each of the following Applications and the related inventions, and any division, continuance or continuance-in-part of any such application, and in any resulting Letters Patent; and (ii) each of the following Letters Patent (and reissues and extensions thereof) of the United States and foreign countries, and each of the related inventions (including the right to apply for Letters Patent in foreign countries in its own name and to claim priority rights to which such applications or Letters Patent may be entitled under international treaties, conventions, or otherwise), which have been or may be granted on any of the foregoing, to be held and enjoyed as fully and exclusively as they would have been by the Assignors had this transfer and assignment not been made, and including, in each case, the related inventions:

1. Applications Pending:

- (a) Serial No. **08/671,664**, filed June 28, 1996, entitled "Method of Removing Hydrocarbons from Soils." Applicants: Rippetoe and Shroff.

2. Letters Patent:

- (a) United States Patent No. **5,482,629**, issued January 9, 1996, entitled "Method and Apparatus for Separating Particles from Liquids"; and
- (b) United States Patent No. **5,485,883**, issued January 23, 1996, entitled "Method and Apparatus to Enhance the Recovery of Crude Oil"; and
- (c) United States Patent No. **5,538,081**, issued July 23, 1996, entitled "Method of Increasing the Amount of Hydrocarbons from an Underground Reservoir"; and

(d) United States Patent No. 5,554,301, issued September 10, 1996, entitled "Water Clarification System,"

together with all other agreements, documents, certificates, estoppels, instruments and receipts relating to the foregoing Applications, Letters Patent, documents and property interests.

Each of the Assignors, severally, does hereby authorize the Commissioner of Patents to record each of the foregoing Letters Patent in the name of the Assignee, and to issue any and all Letters Patent arising out of the Applications referred to above, as the assignee of the entire interest therein.

Executed as of the date first written above.

UNIVERSAL ENVIRONMENTAL TECHNOLOGIES, INC.

By: 

Name: David N. Shroff

Title: President

STATE OF OKLAHOMA)

: ss.

COUNTY OF TULSA)

On the 28TH day of May, 1998, personally appeared before me Mr. David N. Shroff, who acknowledged to me that he is the duly authorized President of Universal Environmental Technologies, Inc., and that he executed the foregoing instrument on behalf of said corporation pursuant to authority of its bylaws and/or a resolution of its board of directors, and that said corporation thereby executed the same.



Gerdene T. Wedel, Notary Public
Residing at Bixby, Oklahoma
SEAL

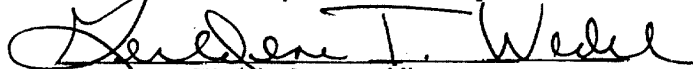
My Commission Expires:
9/98

EXCALIBUR OIL CORPORATION

By: 
Name: David N. Shroff
Title: President

STATE OF OKLAHOMA)
 : SS
COUNTY OF TULSA)

On the 28th day of May, 1998, personally appeared before me Mr. David N. Shroff, who acknowledged to me that he is the duly authorized President of **Excalibur Oil Corporation**, and that he executed the foregoing instrument on behalf of said corporation pursuant to authority of its bylaws and/or a resolution of its board of directors, and that said corporation thereby executed the same.



Gerdene T. Wedel, Notary Public
Residing at Bixby, Oklahoma
SEAL

my commission Expires:
9/98

BIG BLUE, INC.By: 

Name: William W. Rippetoe

Title: President

STATE OF OKLAHOMA)

: ss.

COUNTY OF TULSA)

On the 28TH day of May, 1998, personally appeared before me Mr. **William W. Rippetoe**, who acknowledged to me that he is the duly authorized President of **Big Blue, Inc.**, and that he executed the foregoing instrument on behalf of said corporation pursuant to authority of its bylaws and/or a resolution of its board of directors, and that said corporation thereby executed the same.



Geridene T. Wedel, Notary Public
Residing at Bixby, Oklahoma

SEAL

my Commission Expires:
9/98

SOIL SAVERS, INC.

By: William W. Rippetoe
Name: William W. Rippetoe
Title: President

STATE OF OKLAHOMA)
 : ss.
COUNTY OF TULSA)

On the 28TH day of May, 1998, personally appeared before me Mr. William W. Rippetoe, who acknowledged to me that he is the duly authorized President of Soil Savers, Inc. and that he executed the foregoing instrument on behalf of said corporation pursuant to authority of its bylaws and/or a resolution of its board of directors, and that said corporation thereby executed the same.

Geridene T. Wedel
Geridene T. Wedel, Notary Public
Residing at Bixby, Oklahoma

SEAL

William W. Rippetoe
WILLIAM W. RIPPETOE

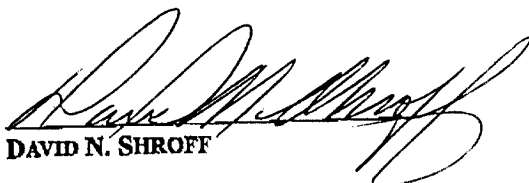
STATE OF OKLAHOMA)
 : ss.
COUNTY OF TULSA)

On the 28th day of May, 1998, personally appeared before me Mr. William W. Rippetoe, who acknowledged to me that he executed the foregoing instrument on his own behalf.

Geridene T. Wedel
Geridene T. Wedel, Notary Public
Residing at Bixby, Oklahoma


SEAL

my Commission Expires
9/98


DAVID N. SHROFF

STATE OF OKLAHOMA)
: ss.
COUNTY OF TULSA)

On the 28TH day of May, 1998, personally appeared before me Mr. David N. Shroff, who acknowledged to me that he executed the foregoing instrument on his own behalf.


Gerdene T. Wedel, Notary Public
Residing at Bixby, Oklahoma

SEAL

my Commission Expires:
9/98

ACTION BY BOARD OF DIRECTORS
UNIVERSAL ENVIRONMENTAL TECHNOLOGIES, INC.

The undersigned, being all members of the Board of Directors (hereinafter the "Directors") of Universal Environmental Technologies, Inc., a Florida Corporation (hereinafter the "Company"), acting by written consent and upon proper notice pursuant to the Florida Business Corporations Act, hereby take the following actions this the 27th day of May, 1998, to-wit;

1. Ratification of Agreements: The said Directors, for and on behalf of the Company and in performance of their duties thereto, hereby direct and authorize the Company to enter into and perform the Letter of Intent by and between the Company and Internet A-Z Marketing, Inc. dated April 27, 1998, and the Assignment Agreement dated as of May 28, 1998, pursuant to which the Company will assign and transfer to Internet A-Z Marketing, Inc. all of its right, title and interest in all Letters Patent and related inventions, and in all applications for Letters Patent and related inventions, in exchange for four million shares of common stock of Internet A-Z Marketing, Inc. and other consideration described therein.

2. Directions to Officers: The said Directors do hereby and herein direct and instruct the Officers of the Company to fully comply with the "Instructions to Officers" as set forth in the attached "Action By Shareholders" executed May 26, 1998, and made a part hereof and incorporated herein, as if fully repeated verbatim.


DAVID N. SHROFF


CHARLES MURRAY

DIETER GEBHARD


WILLIAM W. RIPPETOE

RICHARD RUDOLPH



STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, VICTORIA BUCKLEY, SECRETARY OF STATE OF THE STATE OF
COLORADO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF
THIS OFFICE, ARTICLES OF AMENDMENT WERE FILED ON JUNE 04,
1998 CHANGING THE CORPORATE NAME OF

INTERNET A-Z MARKETING, INC.
(COLORADO CORPORATION)

TO

ION COLLIDER TECHNOLOGIES, LTD.

AND SAID CORPORATION IS DULY ORGANIZED AND IN GOOD STANDING
AND IS AUTHORIZED AND COMPETENT TO TRANSACT ITS BUSINESS OR
CONDUCT ITS AFFAIRS WITHIN THE STATE OF COLORADO.

Dated: June 04, 1998

Victoria Buckley

SECRETARY OF STATE

PATENT

REEL: 9328 FRAME: 0185

CHANGE OF NAME

Certificate of Amendment to
Certificate of Incorporation of
Internet A-Z Marketing, Inc.

FILED - CUSTOMER COPY
VICTORIA BUCKLEY
COLORADO SECRETARY OF STATE

Pursuant to the applicable provisions of the Colorado Business Corporation Act, Internet A-Z Marketing, Inc. (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation by stating the following:

FIRST: The present name of the Corporation is Internet A-Z Marketing, Inc.,

SECOND: The following amendments to its Articles of Incorporation were adopted by majority vote of shareholders of the Corporation on May 29, 1998 in the manner prescribed by Colorado law.

1. Article I is hereby amended to read as follows:

Name. The name of the corporation shall be: Ion Collider Technologies, Ltd.

THIRD: The number of shares of the Corporation outstanding and entitled to vote at the time of the adoption of said amendment was 5,000.

FOURTH: The number of shares voted for such amendments was 5,000 (100%) and the number of shares voted against such amendment was -0-.

DATED this 29th day of May, 1998.

Internet A-Z Marketing, Inc.

By: Gary J. McAdam
Gary J. McAdam
President

PATENT

RECORDED: 07/13/1998

REEL: 9328 FRAME: 0186