09-18-1998 U.S. Department of Committee FORM PTO-1619A Expires 06/30/99 CMB 0651 0027 PATENT 100830601 **RECORDATION FORM COVER SHEE** PATENTS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(les) Submission Type Conveyance Type 9.11.98 X New **Assignment** Security Agreement Resubmission (Non-Recordation) License Change of Name Document ID# Correction of PTO Error Other Merger Reel # Frame # U.S. Government Corrective Document (For Use DNLY by U.S. Government Agencies) Reel # Frame # Departmental File Secret File Conveying Party(ies) Mark if additional names of conveying parties attached **Execution Date** Month Day Year Name (line 1) 98 Integrated Environmental Solutions, Inc. Name (line 2) A Florida Corporation Execution Date
Day Year Second Party Month Day Name (line 1) Name (line 2) Receiving Party Mark if additional names of receiving parties attached Integrated Environmental Solutions, If document to be recorded Name (line 1) is an assignment and the receiving party is not domiciled in the United Name (line 2) A Delaware Corporation States, an appointment of a domestic Address (line 1) representative is attached. 3787 Old Middleburg Road (Designation must be a separate document from Address (line 2) Assignment.) 32210 Address (line 3) Florida Jacksonville **Domestic Representative Name and Address** Enter for the first Receiving Party only. Name Address (line 1) Address (line 2)

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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

> PATENT REEL: 9445 FRAME: 0815

FORM PTO-1619B Expires 08/30/99 OMB 0561-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT	
Correspondent Name and Address	Area Code and Telephone Number 28	1-491-5240	
Name Steven Kesten			
Address (ine 1) The Markpoint Company	7		
Address (ine 2) 4800 Sugar Grove Boul	Levard, #380		
Address (line 3) Stafford, Texas 7747	7		
Address (line 4)		A+++	
Pages Enter the total number of paincluding any attachments.	ges of the attached conveyance documer	# 2	
Application Number(s) or Patent Nun		itional numbers attached	
Enter either the Patent Application Number or the P Patent Application Number(s)	Patent Number (DO NOT ENTER BOTH numbers for Patent N	the same property). umber(s)	
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If this document is being filed together with a new Pater	nt Application, enter the date the patent application v	vas Month Day Year	
signed by the first named executing inventor. Patent Cooperation Treaty (PCT)			
Enter PCT application number	PCT PCT	PCT	
only if a U.S. Application Number has not been assigned.	PCT PCT	PCT	
Number of Properties Enter the total number of properties involved. # 1			
Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00			
Method of Payment: Enclosed X Deposit Account Deposit Account			
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #			
A	uthorization to charge additional fees: Ye	es No	
Statement and Signature			
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as			
indicated herein. Steven 10e Sten	Hum Kedin	9/3/98	
Name of Person Signing	Signature	Date	

PATENT REEL: 9445 FRAME: 0816

ASSIGNMENT OF PATENT

THIS ASSIGNMENT, dated August 31, 1998 (this "Assignment"), is executed and delivered by INTEGRATED ENVIRONMENTAL SOLUTIONS, INC., a Florida corporation ("Assignor"), in favor of INTEGRATED ENVIRONMENTAL SOLUTIONS, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the entire interest in, to and under the inventions, methods and practices described in the following United States patent (the "Patent"):

Description	U.S. Patent No.	Issue Date
Method of Rapid Purging of Contaminants from a Contaminated Area of Soil or Ground Water	5,509,760	April 23, 1996

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under: (i) the Patent, (ii) the inventions, methods and practices described in the Patent, and (iii) all goodwill of Assignor and all the rights and claims associated with any of the foregoing (the Patent and the items described in clauses (ii) and (iii) are hereinafter collectively referred to herein as "Patent Rights");

Now, Therefore, To ALL WHOM IT MAY CONCERN, be it known that in consideration of the payment by Assignee to Assignor of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

- 1. Assignment. Assignor Does Hereby sell, transfer, grant, convey, assign and set over to Assignee, and Assignee's successors and assigns forever, the entire right, title and interest in, to and under the Patent and all other Patent Rights, all of the foregoing to be held and enjoyed by Assignee (and its successors and assigns forever) for its own use and enjoyment as fully and entirely as the same would have been held by Assignor had this Assignment not been made.
- 2. Power of Attorney. ASSIGNOR DOES HEREBY constitute and appoint Assignee, and its successors and assigns forever, as the true and lawful agent and attorney-in-fact of Assignor, with full power of substitution and at the expense of Assignor, to institute and prosecute all proceedings which Assignor may deem proper in order to collect, assert or enforce any claim, right, title or interest in, to or under any of the Patent Rights, to defend or compromise any or all actions, suits or proceedings in respect of any of the Patent Rights, and to do all such other acts and things in relation to the Patent Rights as Assignor shall deem advisable.
- 3. The Purchase Agreement. ASSIGNOR DOES HEREBY acknowledge and agree that the obligations, covenants, agreements, representations and warranties of Assignor contained in the Assets Purchase Agreement between Assignor and Assignee pursuant to which this Assignment has been executed and delivered shall survive such execution and delivery and be unaffected thereby.

1 of 2

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered by its authorized officer as of the day and year first above written.

Assignor:

INTEGRATED ENVIRONMENTAL SOLUTIONS, INC.

(A FLORIDA CORPORATION)

Robert W. Bass

President

Corporate Acknowledgement

STATE OF FIDESOA

COUNTY OF ONVAL

Before me, a Notary Public in and for such State and County, personally appeared this Ir of Jak, 1998, Robert W. Bass, who, being duly sworn, acknowledged and said that he is the President of the above-named Assignor and that, being duly authorized, he executed and delivered the above Assignment as the free act and deed of said Assignor.

pusonily Known rong.

RECORDED: 09/11/1998

Notary Public

(Seal)

James I. Vance Berry, Jr. MY COMMISSION # CC612400 EXPIRES January 8, 2001 BONDED THRU TROY FAIN INSURANCE, INC.