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To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

MRO 10/2/98

1. Name of conveying party(ies):

Anthony Alfons Rutkowski

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

2. Name and address of receiving party(ies)

Name: Green Mountain Laboratories, Inc

Internal Address: _____

Street Address: RR #3, Box 5210

City: Montpelier State: VT ZIP: 05602

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

Execution Date: August 29, 1998 - Rutkowski

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/145,788

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Kevin M. Farrell

Internal Address: _____

Street Address: P.O. Box 999

City: York Harbor State: ME ZIP: 03911

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

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9. 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.

Kevin M. Farrell

Name of Person Signing

Signature

9/28/98

Date

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

3

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

Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 9492 FRAME: 0546

40.00 DP
0000001 091-5706
10/01/1998 T10H11
94-FE:581

ASSIGNMENT

Whereas, I, Anthony Alfons Rutkowski have invented a certain improvement in METHODS AND COMPOSITIONS FOR BIOREMEDIATION described in an application for Letters Patent of the United States, executed by myself of even date herewith, and about to be filed in the United States Patent Office;

Whereas, Green Mountain Laboratories, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Vermont, and having a usual place of business at RR #3, Box 5210, Montpelier, VT 05602 desires to acquire an interest therein in accordance with agreements duly entered into with us;

Now, therefore, to all whom it may concern be it known that for and in consideration of the said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the said invention as described in said application, together with the entire right, title and interest in and to the said application and such Letters Patent as may issue thereon; said invention, application and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of the entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives;

IN TESTIMONY WHEREOF, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: *A. Alfons Rutkowski*
Anthony Alfons Rutkowski

State of *Vermont*
County of *Chittenden*

On this *29th* day of *August*, 19*98*, before me personally appeared the above-named *Anthony Alfons Rutkowski* personally known to me, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.

(SEAL)

Michele Cumming Notary Public
Michele CUMMINGS (print name)
My Commission expires *02/10/99*

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