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FORM PTO-1595

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

John L. Kiest & Jerrold A Trezzo

Additional name(s) of conveying party(ies) attached?  yes  no

2. Name and address of receiving party(ies):

Name: Biomangement Services, Inc.

Internal Address: \_\_\_\_\_

Street Address: 16545 Oak Park Avenue

City Tinley Park State IL ZIP 60477

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

3. Nature of Conveyance:

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

Execution Date: January 30, 1997

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)

08/791,379

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Richard G. Kinney, Esq.

Internal Address: P.O. Box 11119

Street Address: 8300 Mississippi, Ste. 2D

City: Merrillville State: IN ZIP 46410

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be changed to deposit account

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(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.

Richard G. Kinney, Esq.

Name of Person Signing

*Richard G. Kinney*  
Signature Reg. No. 71, 195

2/19/99

Date

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A S S I G N M E N T

U.S. Patent Application Serial No. 08/791,379 Filed: January 30, 1997

In consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, We hereby assign to Biomangement Services, Inc. (hereinafter referred to as "Assignee"), a citizen of the United States of America and a resident of Illinois, having an address at 16545 Oak Park Avenue, Tinley Park, IL 60477, his heirs and assigns, all of our rights, title and interest in the United States in our joint invention or improvements in UNDERGROUND CONTAMINATION IN SITU TREATMENT SYSTEM, and in the utility application for Letters Patent of the United States therefor executed by us as joint inventors, on the 30<sup>th</sup> day of JANUARY, 1997, and in the provisional application of the same name filed on February 27, 1996 and having Serial No. 60/012,364 and any and all other United States applications which we may file, either solely or jointly with others, on said invention or improvements and in any and all Letters Patent of the United States which may be obtained on any of the said applications and in any reissue or extension thereof.

We hereby authorize and request the Commissioner of Patents to issue said Letters Patent to said Biomangement Services, Inc.

We hereby authorize and request the attorney of record in said application to insert in this Assignment the date and serial number of said application when officially known.

We warrant myself to be the owner of the interest herein assigned and to have the right to make this assignment, and further warrant that there are no outstanding prior assignments, licenses, or other rights in the interest herein assigned.

For said considerations, We hereby agree, upon the request and at the expense of said Assignee, its successors, legal representatives and assigns, to execute any and all non-provisional divisional, continuation, and renewal applications for said invention or improvements, and any necessary oath or declaration or supplemental oath or declaration or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon any such application that said Assignee, its successors, legal representatives and assigns, may deem necessary or expedient; and, for the said considerations, We further agree, upon the request of said Assignee, its successors, legal representatives and assigns, in the event of said application or any division thereof becoming involved in interference, to cooperate to the best of my ability with said Assignee, its successors, legal representatives and assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, hereby agreeing to perform upon such request any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee, its successors, legal representatives and assigns, and whereby said Letters Patent will be held and enjoyed by the said Assignee, its successors, legal representatives and assigns, to the end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us if this Assignment and sale had not been made; and, for the said considerations, We hereby also assign to said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in said invention or improvements for any and all applications in foreign countries, together with any right of priority therefor, and We agree, upon the request of said Assignee, its successors, legal representatives and assigns, to execute any and all documents that shall be required to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee.

WITNESS my hand and seal this 30<sup>th</sup> day of January, 1997.

STATE OF INDIANA )  
                                  )  
COUNTY OF LAKE )

John L. Kiest (SEAL)  
John L. Kiest

On this 30 day of January, 1997, before me, a Notary Public in and for the county and state aforesaid, appeared John L. Kiest, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and of him acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

My Commission Expires: 1-31-2000

Charity R. Thompson (SEAL)  
Notary Public

WITNESS my hand and seal this 30<sup>th</sup> day of January, 1997.

STATE OF INDIANA )  
                                  )  
COUNTY OF LAKE )

Jerrold A. Trezzo (SEAL)  
Jerrold A. Trezzo

On this 30 day of January, 1997, before me, a Notary Public in and for the county and state aforesaid, appeared Jerrold A. Trezzo, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and of him acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

My Commission Expires: 1-31-2000

Charity R. Thompson (SEAL)  
Notary Public