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Attorney Docket No. 7391-39294

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No 08/904,080

04-06-1999

Filed 07/31/97



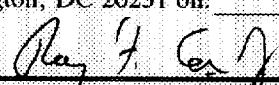
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**Box Assignments**  
**Assistant Commissioner for Patents**  
**Washington, D.C. 20231**

**COVER SHEET FOR TRANSMITTING ASSIGNMENT FOR RECORDAL**

Attached please find a corrected Assignment for recordal.

1. The Assignment is for the patent identified above.
2. A. The total number of applications and/or patents identified in this cover sheet is one (1).  
  
B. The total fee is (37 CFR 1.21(h)): \$40.00.
3. Also enclosed is a Verified Statement Setting Forth How Error Occurred in Assignment Document by the inventor and a true copy of the originally recorded assignment document.

<u>CERTIFICATE OF MAILING</u>	
I hereby certify that this correspondence along with all attachments referred to therein is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, DC 20231 on: <u>2/15/99</u>	
 _____ Ray F. Cox, Jr.	

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**PATENT**  
**REEL: 9667 FRAME: 0947**

C. Payment of fee is made by the attached check for \$40.00. Please charge Account No. 23-3263 for any fee deficiency or credit to account any overpayment. A duplicate of this cover sheet is attached.

3. The party conveying interest is Michael D. Kelly.

4. The rights are being conveyed to:

Name: Mobile Process Technology, Co.

Address: 2070 Airways Boulevard  
Memphis, Tennessee 38114

5. The accompanying document intends to accomplish a corrected assignment by correcting the name of the assignee.

6. Please address correspondence to:

Ray F. Cox, Jr.  
Reg. No. 33,669  
Wright, Lindsey & Jennings  
200 W. Capitol, Suite 2200  
Little Rock, Arkansas 72201-3699  
(501)371-0808

7. The attached Assignment was executed on February 9, 1999 by Michael D. Kelly

8. The attached Assignment is in the English language.

9. Submitted herewith is the original of the corrected Assignment.

10. 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.

11. The total number of pages being submitted, including cover sheet, attachments and documents is eighteen (18).

Date 2/16 '99

Ray F. Cox Jr.

Reg No.: 33,669  
Tel.: (501) 376-0808

Ray F. Cox Jr.  
Wright, Lindsey & Jennings  
200 W. Capitol, Suite 2200  
Little Rock, Arkansas 72201-3699

cc Michael D. Kelly

## **ASSIGNMENT**

WHEREAS, I, Michael D. Kelly, of 6897 Wytham Drive, Memphis, Tennessee 38119; ("Assignor") have invented certain new and useful improvements in a "Recovery Process for Oxidation Catalyst in the Manufacture of Aromatic Carboxylic Acids", set forth in an application for United States Letter Patent as Application No. 08/904,080 filed July 31, 1997, and

WHEREAS, an assignment of said invention and said application to Mobile Process Technology, Inc., described as a corporation duly organized under and pursuant to the laws of the State of Arkansas, and having its principal place of business at 2070 Airways Boulevard, Memphis, Tennessee 38114, was executed on July 28, 1997 and recorded in the U.S. Patent & Trademark Office on July 31, 1997 at Reel/Frame 8662/0740; and

WHEREAS, the undersigned Assignor acknowledges that the name of the assignee as shown in the originally recorded assignment document is in error in that the correct legal name of the Assignee is Mobile Process Technology, Co.; and

WHEREAS, the undersigned Assignor wishes to, and hereby does, confirm title in the proper assignee; and

WHEREAS, Mobile Process Technology, Co. ("Assignee"), a corporation organized and existing under the laws of the State of Arkansas, and having its principal place of business at 2070 Airways Boulevard, Memphis, Tennessee 38114 is the proper assignee of the entire right, title and interest in said invention, in said application, and in any Letters Patent or Patents, United States or foreign, to be obtained therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, and by these presents do assign, sell, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property the same to be held and enjoyed by the said Assignee for its own use and behoof, and the use and behoof of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this sale and assignment not been made.

And for the same consideration, the said Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that the said Assignor will, whenever counsel of the said Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue or extension of

any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said invention, without charge to the said Assignee, its successors, legal representatives and assigns, but at the cost and expense of the said Assignee, its successors, legal representatives and assigns.

And the said Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to the said Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behoof of the said Assignee, its successors, legal representatives and assigns

SIGNED this 2<sup>nd</sup> day of February, 1999.

MICHAEL D. KELLY

Michael D Kelly

ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

On this the 9<sup>th</sup> day of Feb., 1999, before me, a Notary Public  
personally appeared Michael D Kelly, an individual, who executed the foregoing  
instrument for the purposes therein contained, by signing his name thereto

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Margaret Fairhouse  
Notary Public

My Commission Expires:

**MY COMMISSION EXPIRES MARCH 12, 2002**