

MRD 1-99

FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

01-21-1999



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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ **New**

☐ **Resubmission (Non-Recordation)**  
Document ID#

☐ **Correction of PTO Error**  
Reel #  Frame #

☐ **Corrective Document**  
Reel #  Frame #

**Conveyance Type**

☒ **Assignment** ☐ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

**U.S. Government**  
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☐ **Departmental File** ☐ **Secret File**

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name	Execution Date Month Day Year
Name (line 1) <input type="text" value="Rudz Enterprises, Inc."/>	<input type="text" value="11/30/98"/>
Name (line 2) <input type="text"/>	
<b>Second Party</b>	
Name (line 1) <input type="text"/>	Execution Date Month Day Year <input type="text"/>
Name (line 2) <input type="text"/>	

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name	Address	City	State/Country	Zip Code
Name (line 1) <input type="text" value="JRM &amp; Associates, Inc."/>	<input type="checkbox"/> If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)	<input type="text" value="1214 Shappert Drive"/>	<input type="text" value="Rockford"/>	<input type="text" value="Illinois"/>
Name (line 2) <input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text" value="61115"/>
Address (line 1) <input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>
Address (line 2) <input type="text"/>				
Address (line 3) <input type="text"/>				

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name	<input type="text"/>
Address (line 1)	<input type="text"/>
Address (line 2)	<input type="text"/>
Address (line 3)	<input type="text"/>
Address (line 4)	<input type="text"/>

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 9693 FRAME: 0979**

**Correspondent Name and Address**

**Area Code and Telephone Number** (312) 201-2000

**Name** Thomas J. Ring, WILDMAN, HARROLD, ALLEN & DIXON

**Address (line 1)** 225 West Wacker Drive

**Address (line 2)** Chicago, Illinois 60606

**Address (line 3)**

**Address (line 4)**

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# 11

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**


4,792,394	4,917,796	5,032,263

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved.

# 3

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 120.00

**Method of Payment:**  
**Deposit Account**

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

**Deposit Account Number:**

# 23-2126

**Authorization to charge additional fees:**


Yes ☒ 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.*

Thomas J. Ring, Reg. No. 29,971

**Name of Person Signing**

  
**Signature**

JANUARY 12, 1999  
**Date**

# TRADEMARK AND PATENT SALE AND ASSIGNMENT AGREEMENT

THIS TRADEMARK AND PATENT SALE AND ASSIGNMENT AGREEMENT is dated as of the 30 day of Nov., 1998, by and between ENVIRO-CARE COMPANY and RUDZ ENTERPRISES, INC., two Illinois corporations, J&M ENTERPRISES, a partnership, STEVE CLARK, JOHN RUDZINSKI, MARY RUDZINSKI AND IRENE RUDZINSKI (collectively, "Sellers"), and JRM & ASSOCIATES, INC., an Illinois corporation ("Purchaser").

## WITNESSETH

WHEREAS, the Sellers wish to sell and assign certain Trademarks and Patents to the Purchaser in exchange for the Purchaser's promise to make certain payments as described herein; and

WHEREAS, the Purchaser desires to cause the Sellers to sell, assign, transfer and deliver to the Purchaser all of the trade names, trademarks, trademark registrations and patents (the "Trademarks and Patents") listed in the form of an Assignment attached hereto as Exhibit 1.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The Sellers represent and warrant to the Purchaser that to the best of their knowledge and belief after due inquiry (i) the Sellers collectively hold the Trademarks and Patents free and clear of all adverse claims, liens, security agreements, restrictions or other encumbrances; (ii) there is no infringement action or lawsuit with respect to or in connection with any of the Trademarks and Patents; and (iii) the Sellers have not granted any license, franchise or permit to any person or entity to use the Trademarks and Patents.

2. Contemporaneously with the closing of the contemplated Asset/Purchase Agreement by and between Enviro-Care Company and JRM Environmental, Inc., the Sellers shall execute and deliver to the Purchaser the Trademark and Patent Assignment substantially in the form attached hereto as Exhibit 1.

3. In consideration for said transfer and assignment, the Purchaser agrees to pay to Enviro-Care Company payments of \$4,000.00 per flow-screen sold by the Purchaser (or its Licensee) up to a maximum of 20 flow-screens (\$80,000.00) in any one calendar year commencing with January 1, 2000 and ending upon December 31, 2006. Said \$4,000.00/flow-screen payment shall be due upon receipt, in full, by Purchaser (or its Licensee) of 100% of the contract sale price agreed upon by the Purchaser (or its Licensee) with the third party purchaser of the flow-screen. No more than 20 royalty payments shall be due and owing in any one calendar year. For example, should the Purchaser be paid in full for 33 flow-screens in any particular calendar year, the Purchaser shall pay Enviro-Care Company the total sum of \$80,000.00 in connection with said sales. Payments by the Purchaser to Enviro-Care Company as contemplated herein, shall be made within 30 days of the Purchaser's (or its Licensee's) receipt of the agreed upon sale price from the third party flow-screen purchaser.

4. The Sellers will provide proof reasonably acceptable to the Purchaser that the Trademarks and Patents to be transferred herein are free from all claims, encumbrances and liens.

5. The Sellers shall pay any and all transfer and title fees incurred in order to effectuate the provisions of this Agreement.

DATED: Nov 30 98

ENVIRO-CARE COMPANY  
BY: Steve Clark

DATED: November 30 1998

RUDZ ENTERPRISES, INC.  
BY: John Rudzinski

DATED: November 30 1998

J&M ENTERPRISES, A Partnership  
BY: John Rudzinski

DATED: Nov. 30 98

Steve Clark  
STEVE CLARK

DATED: November 30 1998

John Rudzinski  
JOHN RUDZINSKI

DATED: November 30 1998

John Rudzinski POA  
MARY RUDZINSKI

DATED: November 30 1998

John Rudzinski POA  
IRENE RUDZINSKI

DATED: November 30, 1998

JRM & ASSOCIATES, INC.  
BY: James R. Mattox

## ASSIGNMENT OF PATENTS, TRADEMARKS AND TRADE NAMES

WHEREAS, Rudz Enterprises, Inc. and Enviro-Care Company, two Illinois corporations, J&M Enterprises, a partnership, Steve Clark, John Rudzinski, Mary Rudzinski and Irene Rudzinski, hereinafter referred to as Assignors, are the owners of all rights, title and interest in the following United States (and foreign) Letters Patent, inventions therein disclosed, trademarks and trade names:

### U.S. PATENTS

U.S. Patent No.	Issue Date	Description
4,792,394	12/20/88	Bar Screening Apparatus (bar screen and rake with particular reference to the unique positioning of bars at an acute angle)
4,917,796	4/17/90	Lift w/Automated Dump (This is the same bar screen as above, however, with the addition of a lifting apparatus for raising a sewage container to be "automatically dumped" at a discharge station.)
5,032,263	7/16/91	Bar Screen and Rake (This is the same bar screen, however, the operation of the rake is controlled by hydraulic cylinders.)
		And any and all other patents utilized by or associated with the business enterprise of Enviro-Care Company.

### FOREIGN PATENTS

(Correspond to U.S. Patent No. 4,792,394)

Patent No.	Issue Date	Country
N.240.987	4/30/90	Argentina
599051	10/3/86	Australia
PI8604860		Brazil
1,295,555	2/11/92	Canada
0218475	1/2/91	EPC*

Patent No.	Issue Date	Country
FR0218475	1/2/91	France*
P3676414.0	1/2/91	Germany*
GB0218475	1/2/91	G. Britain*
NL0218475	1/2/91	Holland*
IT0218475	1/2/91	Italy*
86307601.4	1/2/91	Sweden*
ES0218475	1/2/91	Spain*

\*EPC ISSUED IN THESE COUNTRIES

### TRADE NAMES

Enviro-Care Company

### TRADEMARKS

Any and all trademarks utilized by or associated with the business enterprise of Enviro-Care Company.

WHEREAS, JRM & ASSOCIATES, Inc., a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as Assignee, is desirous of acquiring all such rights;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors by these presents does sell, assign and transfer unto Assignee, its successors and assigned, the entire right, title and interest in each of the aforesaid United States Letters patent and the inventions therein disclosed and all of Assignors' foreign patents and pending applications covering said inventions subject to any existing licenses, including the right to sue and collect damages for past infringement thereof; said U.S. Letters patents and al said foreign patents and applications to be held and enjoyed by Assignee to the full end of the term for which they are granted and any extensions thereof; and Assignors hereby agree to execute or obtain the execution of all instruments or documents required or requested for litigation

regarding, or for the purpose of prosecuting or protecting title to, said patents and applications for the benefit of Assignee without further or other compensation than that above set forth.

The effective date of this assignment is the 30 day of Nov, 1998.

RUDZ ENTERPRISES, INC.

BY: [Signature]

ENVIRO-CARE COMPANY

BY: [Signature]

J&M ENTERPRISES, A Partnership

BY: [Signature]

[Signature]  
STEVE CLARK

[Signature]  
JOHN RUDZINSKI

[Signature] POA  
MARY RUDZINSKI

[Signature] POA  
IRENE RUDZINSKI

STATE OF ILLINOIS

COUNTY OF WINNEBAGO

On this 30 day of December, 1998, before me personally appeared the foregoing individuals, who executed the foregoing instrument and who acknowledged to me that he executed the same of his own free will or the purpose therein set forth.

[SEAL]

[Signature]  
"OFFICIAL SEAL"  
CRAIG A. WILLETTE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 6/17/99