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Patent and Trademark Office



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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):

Steven E. Sawell
Stephen A. Hetherington

Additional names(s) of conveying party(ies) Yes No

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

Name: Apex Residue Recovery Inc.

Address: 2253 Belmont Court

City: Burlington State/Prov.: Ontario

Country: Canada ZIP: L7P 3N3

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

3. Nature of conveyance:

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

Execution Date: November 13, 1998

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: November 13, 1998

Patent Application No. _____ Filing date _____

B. Patent No.(s)

09/180956

11/27/1998 WCLAYBRO 00000120 09180956

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Additional numbers

Yes No

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

Name: Patrick J. Hofbauer

Registration No. 32,336

Address: Suite 205N, 1455 Lakeshore Road

City: Burlington State/Prov.: Ontario

Country: Canada ZIP: L7S 2J1

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

08-2460

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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.

Patrick J. Hofbauer

Name of Person Signing

Signature

Nov. 17, 1998

Date

3

Total number of pages including cover sheet, attachments, and

ASSIGNMENT

WHEREAS, WE, STEVEN E. SAWELL and STEPHEN A. HETHERINGTON, of 2253 Belmont Court, Burlington, Ontario, Canada, L7P 3N3 and 770 Hager Avenue, #103, Burlington, Ontario, Canada, L7S 1X1, respectively, are the beneficial inventors of certain new and useful improvements relating to a TREATMENT OF FLY ASH/APC RESIDUES INCLUDING LEAD SALT RECOVERY (hereinafter referred to as the "Invention"), as fully set forth and described in the International Patent Application Serial No. PCT/CA 97/00336, filed May 16, 1997.

AND WHEREAS, we have agreed to assign all of our right, title, and interest in and to the Invention and in and to said International application and all and any foreign applications corresponding to and all and any National Letters Patent that may be obtained therefor in the United States of America, Canada, and all other countries to APEX RESIDUE RECOVERY INC. whose full post office address is 2253 Belmont Court, Burlington, Ontario, Canada, L7P 3N3 (hereinafter referred to as the "Assignee");

NOW THEREFORE, to all whom it may concern, be it known that in consideration of the sum of two dollars (\$2.00) to us paid by the Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby confirm that we have sold, assigned and transferred, and by these presents do hereby sell, assign and transfer to the Assignee, its successors and assigns, the whole right, title and interest for the United States of America, Canada and all other countries in and to the Invention and in and to the said application and all corresponding foreign applications and Letters Patent obtained therefor in the United States of America, Canada and all other countries;

AND be it known that we authorize and empower the Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for patent or other form of protection for the Invention filed by it, the benefit of the right of priority provided by the International Convention for Protection of Industrial Property, as amended, or by any Convention or Treaty which may henceforth be substituted for it, the Patent Cooperation Treaty, as amended, and to invoke and claim such right of priority without further written or oral authorization from us, and we hereby assign to the Assignee any and all rights we may have to claim such priority

in any country from a corresponding U.S. National patent application relating to the Invention;

AND we hereby consent that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and particularly in proof of the right of the Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property as amended, the Patent Cooperation Treaty, as amended, or by any Convention which may henceforth be substituted for it;

AND we hereby covenant and agree to do all such things and to execute without further consideration such further lawful documents, assurances, applications and other instruments as may reasonably be required to obtain Letters Patent for the Invention and vest the same in the Assignee, its successors and assigns.

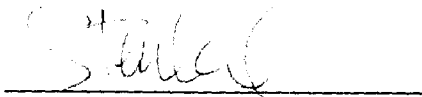
IN WITNESS WHEREOF, I, STEVEN E. SAWELL, have set my hand to this Assignment the 15th day of November, 1998.



Witness



IN WITNESS WHEREOF, I, STEPHEN A. HETHERINGTON, have set my hand to this Assignment the 13 day of November, 1998.



Witness

