

MRD 6-21-99

06-25-1999



(REV. 6-93)

Patent and Trademark Office

To the Honorable Commissi

.he attached original documents or copy thereof.

101076218

1. Name of conveying party(ies):
DONALD K. STEINMAN

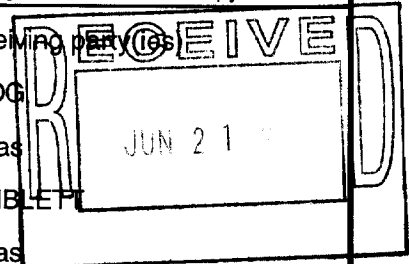
2. Name and address of receiving party(ies)

Name: RUSSEL C. HERTZOG

Address: Missouri City, Texas

RICHARD L. BRAMBLETT

Address: Friendswood, Texas



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

Street Address:

City: Houston State:

3. Nature of conveyance:

- Assignment Merger
- Security Agreeet Change of Name
- Other

Execution Date: June 17, 1999

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

4. Application number(s) or patent number(s): 08/898,139, filed on July 22, 1997

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

- A. Patent Application No.(s)
- B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Donald Gunn

Internal Address: Gunn & Associates, P.C.

Street Address: Five Greenway Plaza

Suite 2900, Houston, Texas 77046

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
- Any deficiency is authorized to be charged to deposit account

8. Deposit account number:

07-2390

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

DO NOT USE THIS SPACE

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.

DONALD GUNN

Name of Person Signing

Signature

June 17, 1999

Date

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

AGREEMENT

The following agreement among Donald K. Steinman of Aiken, SC, Russel C. Hertzog of Missouri City, TX, and Richard L. Bramblett of Friendswood, TX (all three comprising "the parties") concerns a joint ownership by the parties of the rights in any patent that may result from the submission of a patent application on or about July 22, 1997 regarding a method and apparatus for analyzing large samples of gold ore or other nondestructive analyses using photon activation analysis.

Whereas Donald K. Steinman is the sole inventor of the photon activation analysis technology as it applies to gold ore or other nondestructive analyses; and

Whereas Russel C. Hertzog and Richard L. Bramblett assisted Donald K. Steinman to prove that the method was effective and functioned as designed, and in so assisting, were paid substantially less than the fair market value for their services; and

Whereas the parties now desire to protect the invention and share in any commercial product or service arising from commercial use of the invention,

Therefore the parties agree as follows:

1. This agreement is for equal shares of cost and ownership in the patent. Other arrangements as deemed useful in the future among the parties shall result from an agreement that will supersede this one.
2. The parties will share equally in out of pocket expenses for filing and prosecution of the patent application as well as any fees required for the patent to issue if the U.S. Patents and Trademarks Office (PTO) allows the claims in the patent except as set forth below. No contribution of any party's time toward efforts required to prosecute the patent application shall be valued toward that party's obligations under this term. All payments shall be paid within two (2) weeks of notice by Donald K. Steinman that funds are required and upon presentation of evidence that the funds requested apply to the patent preparation, filing, or prosecution.
3. The parties shall call this joint ownership by the title, "Photon Activation Partnership," and that name shall be forwarded to the PTO as the assignee on the patent should it issue. The address of Photon Activation Partnership shall be the same as that of Donald K. Steinman. Membership in the Photon Activation Partnership, with the exception of Donald K. Steinman shall be held confidential except at such time as the information may have to be divulged in order to grant licenses to the patent.
4. If during the prosecution of the patent application any of the three parties decide not to contribute any further money toward the prosecution, the other party or parties may continue to pay for the prosecution. The remaining parties (party) shall reimburse the remaining party (parties) over the subsequent two years, and the party (parties) electing not to continue paying shall have no ownership rights in any resultant patent. This term shall be modified only by signing a new agreement.
5. Upon notice of award or notice of allowance of claims, each party shall use his best efforts to find organizations willing to license the patent and pay the parties a royalty or fees for its use. Each party shall make the others aware of organizations or persons contacted in this regard

within two (2) weeks of the initial contact, and all discussions with said persons or organizations shall be reported promptly to the other parties. Prior to issuance of a patent, a majority of parties shall agree before releasing any further information about the technology to interested persons or organizations. Said interested persons or organizations shall agree to sign a nondisclosure agreement with the parties prior to receiving information about the invention or related technologies. The nondisclosure agreement shall be in the interest of safeguarding all parties to this agreement.

6. A majority of the parties must agree to the terms of a license in order for a license to the patent to be valid under this agreement. The parties shall agree by majority vote on the terms and conditions in any license or reassignment of rights in the patent.
7. In the event of the death or incapacity of any of the parties (party), the remaining party (parties) may and can execute licenses to the patent, and the estate or next of kin of the dead or incapacitated party (ies) shall share equally in the financial benefits of the license.
8. Amendments may be made only by unanimous consent, and may be made at any time.
9. This document is the totality of the agreement.

Signed:

Donald K. Steinman Date: 8/5/97

Donald K. Steinman

Russel C. Hertzog Date: 8/13/97

Russel C. Hertzog

Richard L. Bramblett Date: 9/3/97

Richard L. Bramblett