

Re
MID 99
5:10

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECORDATION F
PATEN

07-29-1999



DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101105542

To the Honorable Commissioner of Patents and Trademarks:

is or copy thereof.

1. Name of conveying party(ies):

POSITIVE IMPACT WASTE SOLUTIONS, INC.

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

2. Name and address of receiving party(ies)

Name: H.S.P. ACQUISITIONS, INC.

Internal Address: 2626 JBS PARKWAY,
SUITE B-129

ODESSA, TEXAS 79761

Street Address: 2626 JBS PARKWAY,
SUITE B-129

City: ODESSA State: TEXAS ZIP: 79761

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

3. Nature of conveyance:

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

Execution Date: APRIL 27, 1999

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)

B. Patent No.(s)

5673861

Additional numbers attached? Yes No

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

Name: DANIEL J. HOLIMANN

Internal Address: 1205 W. UNIVERSITY

ODESSA, TEXAS 79764

Street Address: 1205 W. UNIVERSITY

City: ODESSA State: TX ZIP: 79764

6. Total number of applications and patents involved:

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

05/13/1999 JSHABAZZ 00000233 5673861

DO NOT USE THIS SPACE

01 FC:381 40.00 BP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and an attached copy is a true copy of the original document.

Name of Person Signing

DANIEL J. HOLIMANN

Signature

Date

9-27-99

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT ASSIGNMENT

THIS AGREEMENT, entered into this 27th of April 1999, is between the following parties:

Positive Impact Waste Solutions, Inc., a corporation of the State of Texas, U.S.A. (hereinafter ASSIGNOR).

-and-

H.S.P. Acquisitions, Inc., a corporation of the State of Texas, U.S.A. (hereinafter ASSIGNEE).

WHEREAS, ASSIGNOR owns all right, title and interest in United States Patent No. 5673861 issued on October 7, 1997, and entitled "Apparatus for Processing Medical Waste", including any reexaminations, reissues, continuations, or divisions thereof (hereinafter the PATENT);

WHEREAS, ASSIGNEE wishes to acquire all right, title, and interest to the PATENT.

NOW, THEREFORE, the parties agree as follows:

1. NOW THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and for other good and valuable consideration, paid by ASSIGNEE to ASSIGNOR the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, transfer and set over to ASSIGNEE, its successors, legal representatives and assigns, all of its right, title and interest in and to said PATENT throughout the world, and any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned or to assigned under this Agreement, and in any and all Letters Patent or equivalent thereof of the United States or any foreign country which may be granted thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent or equivalent thereof of the United States or any foreign country are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

2. ASSIGNOR hereby warrants and covenants that it has full right to convey its entire interests herein assigned and that it has not executed and will not execute any instrument or assignment in conflict herewith.

3. ASSIGNEE shall file such notices or registration with the United States Patent and Trademark Office as are necessary to perfect the agreement, all costs to be borne by ASSIGNEE. ASSIGNOR agrees to sign or otherwise execute all such documents.

4. IN WITNESS WHEREOF, this agreement is executed below by an authorized representative of each party.

POSITIVE IMPACT WASTE SOLUTIONS, INC. (ASSIGNOR)

BY: Ellis Drager
Ellis Drager, President

DATE: April 27, 1999

H.S.P. ACQUISITIONS, INC. (ASSIGNEE)

BY: Billy R. Hext
Billy R. Hext, President

DATE: April 27, 1999

PATENT ASSIGNMENT

THIS AGREEMENT, entered into this 27th of April 1999, is between the following parties:

Positive Impact Waste Solutions, Inc., a corporation of the State of Texas, U.S.A. (hereinafter ASSIGNOR).

-and-

H.S.P. Acquisitions, Inc., a corporation of the State of Texas, U.S.A. (hereinafter ASSIGNEE).

WHEREAS, ASSIGNOR owns all right, title and interest in United States Patent No. 5673861 issued on October 7, 1997, and entitled "Apparatus for Processing Medical Waste", including any reexaminations, reissues, continuations, or divisions thereof (hereinafter the PATENT);

WHEREAS, ASSIGNEE wishes to acquire all right, title, and interest to the PATENT.

NOW, THEREFORE, the parties agree as follows:

1. NOW THEREFORE, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and for other good and valuable consideration, paid by ASSIGNEE to ASSIGNOR the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR by these presents does hereby sell, assign, transfer and set over to ASSIGNEE, its successors, legal representatives and assigns, all of its right, title and interest in and to said PATENT throughout the world, and any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (either in law or equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned or to be assigned or to assigned under this Agreement, and in any and all Letters Patent or equivalent thereof of the United States or any foreign country which may be granted thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent or equivalent thereof of the United States or any foreign country are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment and sale had not been made.

2. ASSIGNOR hereby warrants and covenants that it has full right to convey its entire interests herein assigned and that it has not executed and will not execute any instrument or assignment in conflict herewith.

3. ASSIGNEE shall file such notices or registration with the United States Patent and Trademark Office as are necessary to perfect the agreement, all costs to be borne by ASSIGNEE. ASSIGNOR agrees to sign or otherwise execute all such documents.

4. IN WITNESS WHEREOF, this agreement is executed below by an authorized representative of each party.

POSITIVE IMPACT WASTE SOLUTIONS, INC. (ASSIGNOR)

BY: Ellis Drager
Ellis Drager, President

DATE: April 27, 1999

H.S.P. ACQUISITIONS, INC. (ASSIGNEE)

BY: Billy R. Hext
Billy R. Hext, President

DATE: April 27, 1999