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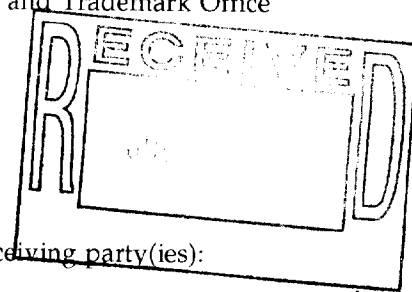
FORM PTO-1595
1/31/92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

RECORDATION FORM COVER SHEET
PATENTS ONLY

7.12.99

To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):
Magnar Tenold

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

~~Frank J. DePaul~~

~~Marine Oil Technology AS~~

~~Enviro Preserve, Inc.~~

Internal Address:

Please see attached.

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

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Other Revocation of Assignment of Interest

Street Address: ~~7206 Stewart Drive~~

~~Eden Prairie, MN 55376~~

Additional name(s) & address(es) attached?

☒ Yes

☒ No

Execution Date: July 6, 1999

4. Application number(s) or patent number(s): U.S. Serial No. 08/344,287; U.S. Patent No. 5,707,515

If this document is being filed together with a new non-provisional 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: Randall T. Skaar

Internal Address: 4800 IDS Center

80 South 8th Street

Minneapolis, Minnesota 55402

Street Address: 4800 IDS Center

80 South 8th Street

City: Minneapolis State: MN ZIP: 55402

6. Total number of applications and patents
involved: _____

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit Account Number: 16-0631
(Attached duplicate copy of this page if
paying by deposit account)

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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.

Randall T. Skaar
Name of Person Signing


Signature

7-7-79
Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
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Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503.

Frank J. DePaul
745 Admiral Court
Round Lake Park, IL 60073

Enviro Preserve, Inc.
745 Admiral Court
Round Lake Park, IL 60073

Marine Oil Technology AS
Gamel Leangvei 21
1370 Asker
Norway

REVOCATION OF ASSIGNMENT OF INTEREST

WHEREAS Magnar Tenold, individually and doing business as Vik Investments has made certain agreements with Frank De Paul, and Enviro-Preserve, Inc., and Marine Oil Technology AS, as more particularly expressed in Exhibit A, attached hereto and made a part hereof; and

WHEREAS Frank De Paul, Enviro-Preserve, Inc., and Marine Oil Technology AS have failed to perform one or more obligations owed to Magnar Tenold individually and doing business as Vik Investments, under these Agreements;

NOW THEREFORE it is declared by reason of the failure of one or more of the above-named parties to perform under their above-refered obligations with regard to U.S. Patent No. 5,707,515, U.S. Patent Application No. 08/344,287, and any continuations in part thereof, Magnar Tenold doing business as Vik Investments, hereby revokes all transfers of any and all interest and assignments of U.S. Patent No. 5,707,515, U.S. Patent Application No. 08/344,287 and any continuations in part thereof, with respect to the above-named parties.

Dated: 7-16-99


Magnar Tenold

PATENT

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AGREEMENT

THIS AGREEMENT is dated as of the 9th day of January 1999 (hereinafter called the "Agreement") and is entered into by

- (1) Magnar Tenold (hereinafter called "MT"),
- (2) Frank De Paul (hereinafter called "FDP"),
- (3) Enviro-Preserve, Inc. (hereinafter called "EP, Inc"),
- (4) Marine Oil Technology AS, Oslo (hereinafter called "MOT").

WHEREAS

- (A) MT and FDP are owners and duly authorised officers of EP, Inc., that has the patented rights to a lubricating oil reconditioning system with electrical heated platen (hereinafter called the "Oil Refiner products"), US Patent no. 5,707,515 (which together with patent applications and registered designs, including any and all divisions, continuations, continuations-in-part, extensions, substitutions, renewals, registrations, revalidations, reissues or additions, including supplementary certificates of protection, of or to any of the aforesaid patents, patent applications and registered designs hereinafter is called the "Patent");

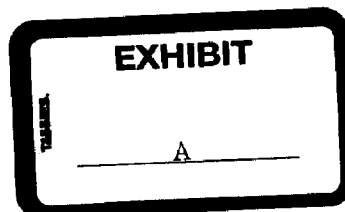
NOW THEREFORE it is hereby agreed as follows:-

1. TRANSFER OF RIGHTS

FDP, MT and EP, Inc. shall sell and MOT shall purchase the said Patent, particulars of which are mentioned above, and all rights arising therefrom together with all corresponding rights obtainable in any other country in respect of the invention the subject-matter of the Patent and the benefit of the priority dates attaching to the said patent applications.

In the event that MOT decides to make applications for the grant of a Patent or other similar protection in any country of the world, FDP, MT, and EP, Inc. agree, depending on the regulation in the current country, agrees to sign and execute all such forms and documents as may be necessary or desirable therefore being either documents consenting to the making of the application by, or transferring the right to apply to MOT, according to local law or after having himself made such an application promptly on being requested, to do so MOT assigning the application or the Patent to MOT.

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Two handwritten signatures in black ink. The first signature is "FDP" and the second is "MT".

PATENT

REEL: 010234 FRAME: 0091

On signing of this Agreement, they shall hand over or authorise the handling over to MOT all documents relating to the said patent applications the subject-matter hereof and all relevant correspondence and other vouchers but may retain copies thereof.

In the event that any legal or other difficulty should arise in obtaining the acceptance of MOT as assignee of any of the said patent applications with the right to be substituted as applicant in any country in place of FDP, MT and EP, Inc. so that it is necessary for FDP, MT and EP, Inc. to pursue the subject applications and obtain grant of letters patent thereon, FDP, MT and EP, Inc. will at the expense of MOT pursue such application and will when the Patent has been granted enter into such further form of assignment or other document as is necessary to vest in MOT full legal right title and interest in such letters patent.

MOT shall have any and all rights world wide to the Product, hereunder but not limited to modifying and improving the Product. MOT does not need to obtain the consent of FDP, MT and EP, Inc. before undertaking modifications or improvements of the Product. MOT shall be entitled to make use any modifications or improvements suggested by FDP, MT and EP, Inc. free of charge.

FDP, MT and EP, Inc. agrees to submit first to MOT any new idea he may have or any new development he may realise in any way related to the Product. In the event that such new idea is suitable for commercialisation, MOT shall have a right of first refusal to have all proprietary rights related to such idea assign to it. Any such assignment shall be subject to the terms of this Agreement.

All expenses regarding registration of the Patent, hereunder expenses in connection with legal advice, shall be covered by MOT, hereunder also previous patent costs to Michael A. Hierl.

2. ROYALTIES

MOT shall pay to the sellers or assignee in respect of the Oil Refiner Product sold by MOT or its subsidiaries a royalty of

- 0 per cent in the year in which the Agreement was signed,
- 5 per cent in the next and first year after the signature of this Agreement,
- 4 per cent in the second year,
- 3 per cent in the third year and in each succeeding year that this Agreement subsists until the expiration of the US Patent no 5,707,515,

based on the manufacturing cost price less any additional charges invoiced separately (such as packing, transportation, insurance) and less all tariffs or taxes (including, but limited to VAT) of any kind.



MOT-PATENTAVTALE-001

3. SHARES

MT is entitled to be transferred 700.000 shares in MOT as per today.

Vik Investment is entitled to be transferred 2.100.000 shares in MOT as per today.

FDP is entitled to be transferred 700.000 shares in MOT as per today.

All transfers will be made at face value from existing shareholders.

4. COMPENSATIONS

Vik Investment is entitled to be paid \$ 350.000,- in commission when MOT by share issue and capital increase for the purpose has received the funds.

5. MARKETING

MOT will use all reasonable means to procure that full and proper exploitation of the Oil Refiner Products shall be undertaken by manufacturers chosen by MOT and that adequate advertising and promotion efforts shall be made to bring a high level of sales. MOT has established a marketing company located in the United States (Oil Refiner USA, Inc.) with the purpose of marketing and selling the Product on the US market. Oil Refiner USA, Inc. has to set up a product distribution in USA, Canada and Mexico.

MOT will set up an employment agreement with FDP and MT.

FDP – Frank De Paul - who is the inventor of Oil Refiner agrees to work longterm – a minimum of 5 years - with MOT or Oil Refiner USA, Inc. for the development of the existing and new products as well as preparation of licences, training, upstart of foreign licence production, etc.

Magnar Tenold shall work with MOT for a minimum of 5 years.

A handwritten signature in black ink, appearing to be 'K. J. M.' or similar, located in the lower right quadrant of the page.

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6. INCREASE OF CAPITAL – ISSUE OF SHARES

In order to finance the company, there will be held one or more capital increases as will be decided by the board of MOT. This will be funded by share issues.

7. CHANGE OF SHARES

The parties of this agreement agrees that their shares in MOT can be changed against the same number of shares in a new foreign company with the same purpose, and all assets in MOT shall at the same time be transferred to this new company.

8. WARRANTY BY THE SELLERS

The sellers hereby warrants that:

- (i) there are no outstanding liabilities in respect of the Patent not disclosed prior to the date hereof and the sellers hereby agree to indemnify MOT against any claim which may be made against the company in respect of any liability or obligations incurred by the sellers prior to the date hereof;
- (ii) that the invention, in the form set out in as patented, has not been used or published except experimentally, prior to the date of the date of the US Patent application and is fully described in the patent specification accompanying the Patent, of which particulars are given above;
- (iii) the sellers have not, nor to their knowledge has any other person, done or omitted any act hereby the right to obtain letters patent and the condition or circumstances affecting the validity of the grant of any letters Patent is or will be impaired;
- (iv) that he have not prior to the date hereof assigned or charged or agreed to assign or charge the Patent or any rights relating thereto or relating to the invention the subject-matter of any patent application;
- (v) that nothing in the Agreement shall operate as restricting MOT from manufacturing, using, exercising, marketing or vending the Product, or using and exercising any process related hereto, in any territory or country;
- (vi) that he is not under any service or other agreement with any other person whereby he is obliged to give such person any rights in the Product the subject-matter of the said patent applications or any other information or rights relating to his invention the subject-matter of this Agreement or in the field thereof; and
- (vii) they will give MOT all information and assistance in order for MOT to obtain the full benefits of the letters patent or any patent applications, which are hereby agreed to be assigned, and to sign execute or deliver all further documents forms and papers required to be produced or obtained by MOT in connection with the said patent applications.



9. WARRANTY BY OTHER PARTIES

We, MT, FDP, and EP Inc., hereby warrant that we are not aware of any outstanding liability in any way related to the Product or the Patent, and we hereby agree to indemnify MOT against any claim which may be made against the company in respect of any liability or obligations prior to the date hereof on a joint and several basis to the extent such restrictions or liability be a tribute to us in any way.

We further agree to use all our effort in assisting all other parties to the Agreement in fulfilling its terms.

10. GROUNDS FOR RELIEF (FORCE MAJEURE)

If any party hereto is prevented or delayed in the performance of any of its obligations under this Agreement by destruction, damage, delay or similar consequences resulting from strikes, lock-outs or other industrial action; civil commotion, riot, invasion, war (whether declared or not), or threat of or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; the Acts, decrees, legislation, regulations, orders or restrictions of any Government; and shortage of supply of materials or equipment, which the parties has not taken or should not have anticipated or taken precautionary actions against ("Force Majeure"), the performance of such obligation shall be suspended for the duration of the Force Majeure.

11. CONFIDENTIALITY

Any party to this Agreement shall not, even after the expiration of the Agreement, communicate to third parties MOT's trade, manufacturing or company secrets or any other confidential information disclosed to MOT's pursuant to the Agreement.

12. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with Norwegian Law.

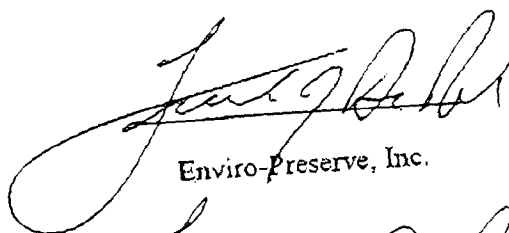
For the benefit of MOT, the parties hereto submit to the non-exclusive jurisdiction of the courts of Norway in respect of proceedings in connection with the Agreement which cannot be resolved amicably, with Oslo City Court as venue in first instance.

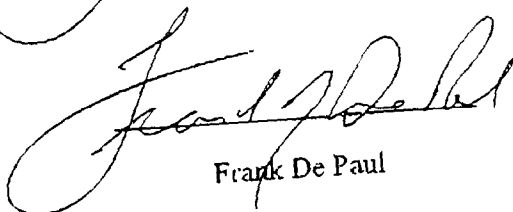
13. AMENDMENTS

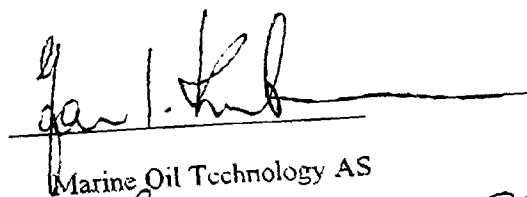
Amendments or changes in the Agreement shall be valid only if made in writing and signed by each of the parties.

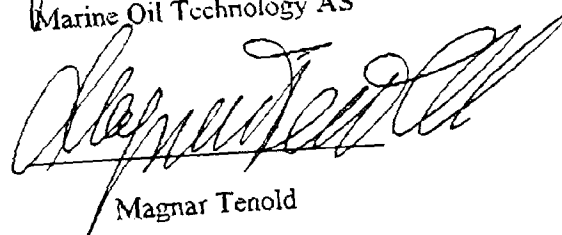


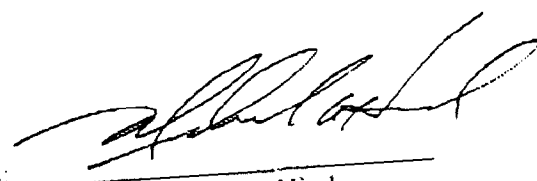
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised officers as of the date set forth above.


Enviro-Preserve, Inc.


Frank De Paul


Marine Oil Technology AS


Magnar Tenold

As witness: 
Michael A. Hierl
Attorney at Law



Victoria Torres
1/9/99

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RECORDED: 07/12/1999

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