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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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MRD 12.10.99

Attorney's Docket No. 016499-741

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

1. Name of conveying party(ies):

SPECTRUM DESIGN AND CONSULTING
INTERNATIONAL, INC.

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: Agreement

Execution Date: July 31, 1999 and July 26, 1999

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

Name: AMERICAN AIR LIQUIDE, INC.

Address: 2121 N. California Blvd., Suite 350

Walnut Creek, CA 94596-8038

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

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)

09/019,475

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: E. Joseph Gess

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

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, if necessary

8. Deposit account number:

02-4800

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.

E. Joseph Gess
Name of Person Signing

Signature

December 13, 1999
Date

Total number of pages including cover sheet, attachments, and document: 3

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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40.00 OP

AGREEMENT

THIS AGREEMENT, entered into this 31 day of July, 1999, is between SPECTRUM DESIGN AND CONSULTING INTERNATIONAL, INC., a corporation of Mississippi, having a place of business at 710 South 21st Avenue, Hattiesburg, MS. 39401 (hereinafter referred to as "SPECTRUM"), and AMERICAN AIR LIQUIDE, INC., a Delaware corporation, (hereinafter referred to as "AIR LIQUIDE").

WHEREAS SPECTRUM is the sole and exclusive owner of all title, rights and interest in U.S. Patent Application Serial No. 09/019,475, filed February 5, 1998, entitled "Low Firing Rate Oxy-Fuel Burner", having received all right, title and interest by Assignment from the inventors Manendra L. Joshi and Donald J. Fournier, Jr., and is as well the owner of the PCT application (PCT/US99/02351) corresponding to and claiming priority from the aforementioned U.S. application;

WHEREAS AIR LIQUIDE is interested in obtaining all the rights, title and interest to the subject matter described and claimed in U.S. Serial No. 09/019,475;

THEREFORE, in consideration of payment of Forty-Five Thousand Dollars (\$45,000), received from Air Liquide for the U.S. rights and L'Air Liquide for the foreign rights, the receipt of which is hereby acknowledged, SPECTRUM agrees to sell, assign, transfer and set over, and hereby does sell, assign, transfer and set over, unto AIR LIQUIDE, its successors, legal representatives, and assigns the entire right, title and interest in and to the subject matter described and claimed in U.S. Serial No. 09/019,475, and any and all Letters Patents of the United States of America that may be granted therefor and thereon, and in and to any and all United States applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, the same to be held and enjoyed by AIR LIQUIDE, for its own use and behalf and for the use and behalf of its successors, legal representatives, and assigns to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held or enjoyed by SPECTRUM had this sale and assignment not been made; SPECTRUM thus does sell, assign, transfer and set over all rights to U.S. Serial No. 09/019,475 to AMERICAN AIR LIQUIDE, INC.;

AND for the same consideration, SPECTRUM hereby covenants and agrees to and with AIR LIQUIDE, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these rights, SPECTRUM is the sole and lawful owner of the entire right, title and interest in and to the invention set forth in said applications, and said applications are unencumbered, and that SPECTRUM has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, SPECTRUM provides and will provide to AIR LIQUIDE all confidential information which SPECTRUM currently possesses relating to the subject matter claimed and described in U.S. Serial No. 09/019,475, including any trade secrets, drawings, data, and reports, which would be helpful in understanding, using, manufacturing, and practicing the subject matter described therein;

SPECTRUM further agrees to maintain the confidentiality of the information provided to AIR LIQUIDE relating to and including U.S. Serial No. 09/019,475 and the corresponding PCT application, until such information becomes part of the public domain through no fault of SPECTRUM, or for five years from the date of this Agreement, whichever occurs first;

AND for the same consideration, SPECTRUM hereby covenants and agrees to and with AIR LIQUIDE, its successors, legal representatives, and assigns that SPECTRUM and its employees, officers, and agents will, whenever counsel of AIR LIQUIDE, or counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, including interference proceedings, is lawful and desirable, or that any United States application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions, without charge to AIR LIQUIDE, its successors, legal representatives, and assigns, but at the cost and expense of AIR LIQUIDE, its successors, legal representatives, and assigns, provided that a reasonable compensation will be paid to SPECTRUM and its employees, officers, and agents for their time if more than a mere signing of papers and documents is required.

AND SPECTRUM further agrees that any lawsuit for infringement or otherwise brought on the basis of any Letters Patent issued in the United States shall be in the sole discretion of Air Liquide;

AND SPECTRUM hereby requests the Commissioner of Patents to issue any and all said Letters Patent or Patents of the United States to AMERICAN AIR LIQUIDE, INC., as the Assignee of said inventions and the Letters Patent or Patents to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 7/31/99

SPECTRUM DESIGN & CONSULTING
INTERNATIONAL, INC.

By *Dodd Fournier*
President

Date: 7/26/99

AMERICAN AIR LIQUIDE, INC.

By *X. L.*

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Xavier VIGOR
Director of R&D
American Air Liquide, Inc.