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FORM PTO-1596
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Patent and Trademark Office

Docket No.: 45112-014

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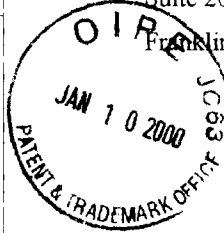
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto:

1. Name of Conveying Party(ies):
Steven M. Bessette

Additional name(s) of conveying party(ies) attached? Yes

2. Name and address of receiving party(ies):
Name: ECOSMART TECHNOLOGIES, INC.
Address: 318 Seaboard Lane
Suite 202
Franklin, TN 37067



3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other
Execution Date: December 30, 1999

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

4. Application number(s) or patent number(s):
If the document is being filed together with a new application, the execution date of the application is:
A. Patent Application No(s).
09/362,189

Additional numbers attached? Yes

B. Patent No(s).

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MCDERMOTT, WILL & EMERY
Internal Address: Willem F. Gadiano

Street Address: 600 13th Street, N.W.

City: Washington State: DC Zip: 20005

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
8. Deposit account number:
500417

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.

Willem F. Gadiano 37,136 *Willem F. Gadiano* January 10, 2000

Name and Registration No. of Person Signing Signature Date
Total number of pages comprising cover sheet: 1

CMB No. 0851-0011 (exp. 4/94)

WDC99 194792-1.045112.0014

02/08/2000 TTON11 00000245 500417 09362189

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PATENT
REEL: 010528 FRAME: 0811

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, Steven M. Besette, a citizen of the United States of America presently residing at 873 Nialta Lane, Brantwood, Tennessee 37027 (U.S.A.) (hereinafter referred to as "Assignor," "he," or "him"), has invented the following new and useful Inventions:

- 1) U.S. Prov. App. Ser. No. 60/100,613, filed September 16, 1998, entitled, "SYNERGISTIC INSECTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS," and
- 2) U.S. Prov. App. Ser. No. 60/122,803, filed March 3, 1999, entitled, "SYNERGISTIC AND RESIDUAL PESTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS", and
- 3) U.S. Reg. App. Ser. No. 09/362,189, filed July 28, 1999, entitled, "SYNERGISTIC INSECTICIDAL COMPOSITIONS CONTAINING PLANT ESSENTIAL OILS," and

WHEREAS, ECOSMART TECHNOLOGIES, INC., a corporation organized and existing under the laws of Delaware, having a place of business at 318 Seaboard Lane, Suite 202, Franklin, Tennessee 37067 (U.S.A.) (hereinafter referred to as "Assignee"), is desirous of acquiring, for the United States of America and all countries foreign to the United States of America, the entire right, title and interest in, to and under (1) the Inventions, (2) all patent applications that may be filed for the Inventions and that may ultimately claim the benefit of priority from the filing date of the above-identified United States Application, and (3) any Letters Patent that may be granted for said Inventions, as hereinafter more fully set forth:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the sum of One Dollar (\$1.00) to the Assignor in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Inventions, and all applications for Letters Patent that may hereafter be filed for said Inventions in any country and all Letters Patent that may be granted for said Inventions in any country (including, without limitation, all extensions, renewals, reissues, reexaminations and the like thereof and such other forms of protection of industrial property as may be provided by any country), and all rights of priority in any country that are based upon the filing date of the above-identified United States Applications and that are created by any law, treaty or international convention; the above transferred right, title and interest to be held and enjoyed by said Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made;

AND THE ASSIGNOR HEREBY authorizes and requests all appropriate and competent Officials in all countries, whose duty it is to issue or grant Letters Patents on applications as aforesaid, to issue or grant all Letters Patent for said Inventions to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND THE ASSIGNOR HEREBY represents and covenants that he has the full right to convey the entire interest herein assigned and that he has not executed, and will not execute, any agreement in conflict herewith;

AND THE ASSIGNOR HEREBY further covenants and agrees that, at the request and expense of the Assignee, its successors, legal representatives and assigns, but without demanding further consideration therefor, he will (1) assist in the prosecution of all applications for Letters Patent as herein described and any other applications for Letters Patent that may be made covering said Invention; (2) communicate any and all facts known to him respecting said Invention; (3) testify in any legal proceeding involving said Invention; (4) execute and acknowledge all lawful papers and legal instruments; (5) execute all divisional, continuing, reissue and

reexamination applications; (6) make all rightful oaths; and (6) generally do any and every lawful act deemed necessary to aid and cooperate with the Assignee, its successors, legal representatives and assigns in perfecting and maintaining the entire interest conveyed herein and in obtaining and enforcing proper patent or industrial property protection for said Inventions in any country, particularly in cases of opposition, interference and litigation;

AND THE ASSIGNOR HEREBY covenants and agrees that the rights and obligations set forth in this instrument shall be binding upon, and inure to the benefit of, his heirs, legal representatives, successors and assigns;

AND THE ASSIGNOR HEREBY grants the Assignee, its successors, legal representatives and assigns, the power to insert on this instrument any further identification that may be necessary or desirable to comply with the recordation rules of any appropriate and competent authority, including, without limitation, the United States Patent and Trademark Office.

AND THE PARTIES HEREBY agree that this Assignment may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignor and Assignee hereunto sets their hands and seals the day and year set opposite their signatures.



BY ASSIGNOR:

Date: 12-30-99


Steven M. Bessette

WITNESSED BY:


Date: 12-30-99

Date: 12-30-99

State of Tennessee)
) ss:
County of Williamson)

This 31st day of December, before me personally came the above-named Assignor to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.


My commission expires: 6/9/01

WDC99 170042-1.045112.0014

WDC99 194869-1.045112.0014