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03-06-2000

SHEET

EAC 002D3



To the Honorable Commissioner of

attached original documents or copy thereof.

101282514

1. Name of Conveying party(ies):
ENVIRONMENTAL AEROSCIENCE, INC.

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

HY-PAT CORPORATION

8210 NW 27th Street
Miami, FL 33122

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Execution Date: 1/24/00

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)

09/288,936

B. Patent No.(s)

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

David P. Gordon
65 Woods End Road
Stamford, CT 06905

6. Total number of applications and patents involved:

1

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

Enclosed

Authorized to charge deposit account

8. Deposit account number: 07-1732

(attach duplicate page if paying by deposit account)

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.

David P. Gordon

Name of Person Signing

Signature

JAN 28, 2000

Date

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

3

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40.00 DP

ASSIGNMENT

WHEREAS, we, **ENVIRONMENTAL AEROSCIENCE, INC.**, whose post office address is 7290 SW 42nd Street, Miami, FL 33155, hereinafter referred to as the "ASSIGNOR", is the record owner of the entire right, title and interest in and to the invention disclosed in US Patent Application Serial Number **09/288,936** pursuant to an assignment from the inventors Kevin W. Smith, residing at 570 Arvida Parkway, Coral Gables, FL 33156; Korey R. Kline residing at 14366 SW 96th Lane, Miami, FL 33186, Theodore C. Slack, Jr. residing at 9332 NW 48th Doral Terrace, Miami, FL 33178 and Andrew E. Mossberg residing at 6255 SW 69th Street, South Miami, FL 33143 dated April 16, 1997, which assignment was recorded in the US Patent and Trademark Office on May 5, 1997 at Reel 8501, Frame 0012 for **HYBRID ROCKET SYSTEM AND INTEGRATED MOTOR FOR USE THEREIN.**

AND WHEREAS, **HY-PAT CORPORATION**, hereinafter referred to as the "said ASSIGNEE", a corporation duly organized, incorporated, and existing under the laws of FLORIDA, and having a place of business at 8210 NW 27th Street, Miami, FL 33122, is desirous of acquiring or confirming their acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE TO ALL WHOM IT MAY CONCERN, BE IT KNOWN that we, the Assignor, for good and valuable considerations, the receipt and sufficiency of which we hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said ASSIGNEE, their successors and assigns, the entire right, title and interest throughout the world, in and to our invention, inventions or improvements described or set forth in said application, in any form or embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements, **TO HAVE AND TO HOLD** the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND we do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said ASSIGNEE, their successors and assigns, as the assignees of the entire right, title and interest in and to the same, for the sole use and benefit of said ASSIGNEE, their successors and assigns.

AND we do hereby covenant and warrant that we have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that we have not executed and will not execute any instruments in conflict herewith.

AND we, for the conditions aforesaid, do hereby covenant and agree to and with the said ASSIGNEE, their successors and assigns, that we, our executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said ASSIGNEE, their successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said ASSIGNEE, their successors and assigns, the entire right, title and interest in and to said invention, inventions, or improvements, application or applications, patents, rights, titles, benefits, privileges and advantages hereby sold, assigned, confirmed, transferred and conveyed.

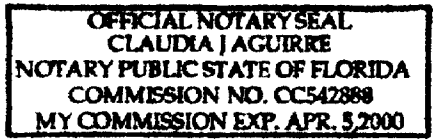
The undersigned hereby grants David P. Gordon, Esq. the power to insert on this Assignment any further identification which may be necessary in order to comply with the rules of the U.S. Patent and Trademark Office for the recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date 1-24-00 _____
Kevin W. Smith
Kevin W. Smith
President
Hy-Pat Corporation

State of Florida
County of Dade
ss: _____

Subscribed and sworn to before me this 24 day of January, 2000.



Claudia J. Aguirre
Notary Public

SEAL

My commission expires : April 5, 2000