
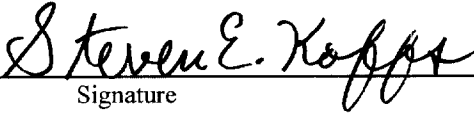


RUD 3/13/00

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

1. Name of conveying party(ies): Aquafuture, Inc. Additional name(s) of conveying party(ies) attached? () Yes (x) No		2. Name and address of receiving party(ies): Name: <u>Aqua Partners Technologies, LLC</u> Internal Address: _____ Street Address: <u>c/o Mugar Enterprises</u> <u>222 Berkeley Street, Suite 1450</u> City: <u>Boston</u> State: <u>Massachusetts</u> ZIP: <u>02116</u> Additional name(s) and address(es) attached? () Yes (x) No	
3. Nature of conveyance: (X) Assignment () Merger () Security Agreement () Change of Name () Other _____ Execution Date: <u>February 1, 2000</u>			
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) 04-10-2000 08/773,551 5,330,652  Additional numbers attached: () Yes (x) No 101311478			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Steven E. Koffs, Esq.</u> Internal Address: _____ Street Address: <u>Duane, Morris & Heckscher LLP</u> <u>One Liberty Place</u> City: <u>Philadelphia</u> State: <u>PA</u> ZIP: <u>19103-7396</u>		6. Total number of applications and patents involved: (2) 7. Total fee (37 CFR 3.41).....\$80.00 (x) Enclosed () Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
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 if a true copy of the original document. <u>Steven E. Koffs</u>  <u>March 2, 2000</u> Registration No. 37,163 Signature Date 04/07/2000 DNGUYEN 00000220 08773551 01 FC:581 80.00 DP 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

ASSIGNMENT

WHEREAS, **Aquafuture, Inc.**, a Delaware Corporation hereinafter referred to as the "Assignor", having a place of business at Industrial Road, Turners Falls, Massachusetts 01376, may have ownership rights in certain inventions or improvements for which it has made application for Letters Patent(s) to the United States of America identified as follows:

Patent No <u>Serial No.</u>	Issue Date <u>Filing Date</u>	<u>Title</u>
US 5,330,652	7/19/94	Fluidized Bed Reactor and Distribution System
US 08/773,551	12/27/96	Method and Apparatus for Fish Farming
China 97181546.1	7/27/99	Method and Apparatus for Fish Farming
EP 97952644.9	5/26/98	Method and Apparatus for Fish Farming
Israel 130665	6/27/99	Method and Apparatus for Fish Farming
S. Korea 1999-7006033	6/28/99	Method and Apparatus for Fish Farming
Taiwanese application		Method and Apparatus for Fish Farming
PCT US97/23895	5/26/98	Method and Apparatus for Fish Farming
US 08/690,217 (reissue)	7/12/96	Fluidized Bed Reactor and Distribution System

WHEREAS, Aqua Partners Technologies, LLC, hereinafter referred to as the "Assignee", a Delaware limited liability company, as assignee of Aqua Partners I, Limited Partnership, a Massachusetts limited partnership, having a place of business at 222 Berkeley Street, Suite 1450, Boston, MA 02116, purchased assets of Aquafuture Inc., including certain patents and patent applications, at a creditor's sale from Greenfield Savings Bank, a Massachusetts banking corporation which held security interests in said patents and patent applications, and Assignee is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said application(s), and in, to and under any and all Letters Patent(s) which may be granted on or as a result thereof in any and all countries;

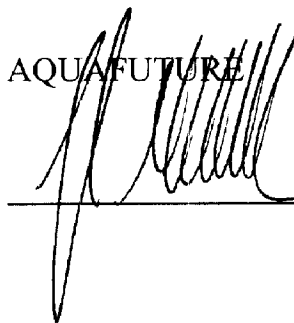
NOW, THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over by quitclaim to Assignee any and all right, title and interest whatsoever of Assignor in and to said inventions or improvements and said application(s) and any and all continuations, divisions and renewals of and substitutes for said application(s), and in, to and under any and all additional Letters Patent(s) which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent(s), and assign to and authorize Assignee to file in its name applications for Letters Patent(s) in all countries, the same to be held and enjoyed by said Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent(s) respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by it had this assignment, sale and transfer not been made; and

In making this quitclaim assignment, Assignor does not represent that it has good

title, or warrant that Assignor has any interest, in the patents or patent applications. Assignor covenants that it has not assigned any interests in the above listed patents and patent applications to any party other than Greenfield Savings Bank and Aqua Partners I, Limited Partnership. Assignor hereby covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application(s) and said Assignee, its successors, assigns, nominees, or legal representatives, and Assignor further agree(s) to communicate to Assignee or to its nominee all known facts respecting said inventions or improvements, said application(s) and said Letters Patent(s), to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said Assignee, its successors, assigns, nominees, and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said inventions or improvements in any and all countries; and

Assignor hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said Assignee the entire right, title and interest, any and all Letters Patent(s) for said inventions or improvements, including any and all Letters Patent(s) of the United States which may be issued and granted on or as a result of the application(s) aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal.

AQUAFUTURE

(L.S.)

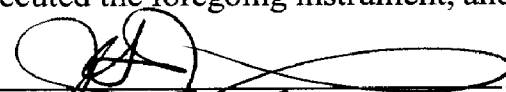
Date: 2/1/00

United States of America)

State of MASSACHUSETTS)ss:

County of FRANKLIN)

On this FIRST day of FEBRUARY, 2000, before me personally came JOSHUA N. GOLDMAN to me known to be the individual who executed the foregoing instrument, and acknowledged execution of the same.


Notary Public JOSEPH G. JANIKAS
PH3\624014.1
MY COMMISSION EXPIRES 2/2/2001