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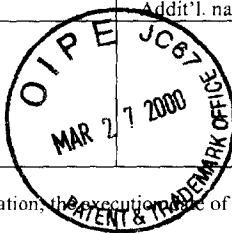
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PATENTS ONLY

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1. Name of conveying party(ies): OPC DRIZO, INC.  Addit'l name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  3-27-00	2. Name and address of receiving party(ies): PROSERNAT S.A. Tour Framatome, 1 place de la Coupole 92400 Courbevoie, France  Addit'l. name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of name <input type="checkbox"/> Other Execution date: December 30, 1999	
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) 5,643,421 (dated 7/1/97) and 5,766,423 (dated 6/16/98)  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



5. Name and address of party to whom correspondence concerning document should be mailed:  Richard Wiener, Reg. No. 18,741 Pollock, Vande Sande & Amernick Suite 800 1990 M Street, N.W. Washington, D.C. 20036-3425	6. Total Number of applications and patents involved <b>2</b>  7. Total fee (37 C.F.R. 3.41)....\$80 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Charge deficiencies/credit overpayments to Deposit Account <b>22-0185</b>  8. Deposit Account No. <b>22-0185</b>
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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.   Richard Wiener, Reg. No. 18,741 Date: March 28, 2000 Total number of pages including cover sheet: 2
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## PATENT ASSIGNMENT AGREEMENT

In consideration of the Asset Transfer Agreement between OPC DRIZO, INC. and PROSERMAT S.A. dated December 30, 1999, the undersigned, OPC DRIZO, INC., a Texas corporation having offices 12777 Jones Road, Houston, Texas, 77070 ("the Assignor."), hereby:

Sell, assign, transfer and convey to PROSERMAT S.A., a French corporation and the Assignor's parent company, and its successors and, assigns (all of the foregoing, collectively, "Assignee"), all of Assignors' right, title and interest, for all countries, including, but not limited to, all rights, title or interest of Assignor arising from any agreement or other arrangement to which Assignor is a party, whether oral or written, including but not limited to any shop rights, rights arising from any employment agreement or any equivalent or similar rights or licenses under U.S., French or other laws, in and to any and all patents which were used and/or are disclosed and claimed, in

- (i) the United States registered patent # 5,643,421 dated July 1, 1997;
- (ii) the United States registered patent # 5,766,423 dated June 16, 1998;

and all applications for patent extensions or other related property rights in any and all foreign countries or regional offices which have been or shall be filed on any of said patents; and the priority rights under the Paris Convention dated 1883 as amended from time to time for the aforesaid United States patents mentioned in (i) and (ii) above; and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said patents.

Agree that said Assignee may, in accordance with the rights and interest transferred under the present instrument, apply for, and receive rights and interest in foreign patents or rights of any other kind for said patents, or any of them; and may claim, in applications for said foreign patents or other rights, the priority of the aforesaid United States patents under the provisions of the Paris Convention of 1883 and later modifications thereof, under the Madrid Protocol, the Madrid Agreement or under any other available international agreement; and that, when requested by, without charge to, but at the expense of, said Assignee, to carry out in good faith the intent and purpose of this assignment, Assignor and his respective successors, assigns, legal representatives, heirs, executors, assigns and transferees and each of Assignee's respective officers, directors, employees and agents will, for the United States and all foreign countries, execute any and all other patents or other documents on any and all said patents in relation with the assignment of the patents herein; confirm this assignment in any language and such form as may be required by local law; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said



Assignee all facts known and documents available to the Assignor and his respective successors, assigns, legal representatives, heirs, executors, assigns and transferees and Assignee's respective officers, directors, employees and agents relating to said patents and the use and history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee shall consider desirable for aiding in securing good performance of the Assignment considered hereto, it being understood that all expenses incurred by Assignor as a consequence of the above will be reimbursed by Assignee within thirty (30) days of receipt of the invoice establishing the nature and amount of expenses; and

Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

This Patent Assignment Agreement shall be governed and interpreted, and all rights and obligations hereunder of the signatories hereto shall be governed and determined, in accordance with the laws of the State of New York, without regard to its conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment Agreement to be executed as of December 30, 1999.

OPC DRIZO, INC.

By: 

Title: President

Name: Maurice L. Weintraub

Witnessed by: Jean-Yves Haagen  
Title: Corporate Secretary



PROSERNAT S.A.

By: 

Title: President and CEO

Name: Thierry Pellerin

Witnessed by:  
Title:

Head of Administration.  
