

04-24-2000

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or cop(ies).

Submission Type **OPR/FINANCE**

- ☒ New
☐ Resubmission (Non-Recordation)
Document ID # _____
☐ Correction of PTO Error
Reel # _____ Frame # _____
☐ Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- ☒ Assignment ☐ License
☐ Security Agreement ☐ Change of Name
☐ Merger ☐ Other _____
U.S. Government
☐ Departmental File ☐ Secret File

Conveying Party

Name (line 1) C.H. HEIST CORP.

- ☐ Mark if additional names of conveying parties attached
Execution Date March 13, 2000

Receiving Party

Name (line 1) ONYX INDUSTRIAL SERVICES, INC.

Address (line 1) 1980 North Highway 146

Address (line 3) La PorteTexas77571

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of domestic representative should be attached. (Designation must be a separate document from Assignment)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Correspondent Name and Address

Area Code and Telephone Number 713/221-1377Name Albert B. Kimball Jr.

Address (line 1) BRACEWELL & PATTERSON, L.L.P.

Address (line 2) 711 LOUISIANA, SUITE 2900

Address (line 3) HOUSTON, TX 77002

Pages Enter the total number of pages of the attached conveyance document including any attachments 3

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attachedEither enter the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers)

Patent Application Number (s) _____

Patent Number(s) _____

5,002,120

If this document is being filed together with a new Patent Application, enter the date the patent application was sign by the first named executing inventor. _____

Patent Cooperation Treaty (PCT) Enter PCT application number only if a U.S. Application Number has not been assigned. _____

Number of Properties Enter the total number of properties involved. _____

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$480.00Method of Payment: Enclosed ☒ Deposit Account ☐ Authorization to charge additional fees: Yes ☐ No ☐

Deposit Account Number-enter for payment by deposit account or if additional fees can be charged to the account 50-0259

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. Charges to deposit account are authorized, as indicated herein.

Albert B. Kimball Jr.

Name of Person Signing

Signature

Date Signed

ASSIGNMENT

WHEREAS, C.H. HEIST CORP., ("Heist"), a corporation existing under and by virtue of the laws of the state of New York, hereinbelow called "Assignor," owns by assignment from the inventors certain inventions and U.S. patents and Canadian and Mexican counterpart patents as follows:

<u>TITLE</u>	<u>PATENT NO.</u>	<u>SERIAL NO.</u>
Multi-Lance Tube Cleaning System	5,002,120	07/490,776
Apparatus for Cleaning Heat Exchanger Tube Bundles	5,018,544	07/489,001
Multi-Hose Flexible Lance Tube Cleaning System	5,022,463	07/607,524
An Improved Multi-Lance Tube Cleaning System Having Sliding Plate	5,031,691	07/600,484
Improved Multi-Lance Tube Cleaning System Having Flexible Portions	5,129,455	07/600,320
Method for Cleaning Tube Bundles Using a Slurry	5,160,548	07/756,616
Detachable Crane or Boom-Operated Heat Exchanger Tube Bundle Extractor	5,169,281	07/642,658
Apparatus for Cleaning Heat Exchanger Tube Bundles	5,203,072	07/791,096
Improved Furnace Cleaning Apparatus	5,381,811	08/204,583
Safety Switch System for Hydroblasting Operations	5,535,949	08/450,795
Apparatus for High Pressure Liquid Jet System	5,588,593	08/464,958
A Hydroblasting Spray Gun Having an On/Off Safety Switch System	5,582,349	08/538,140

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Mexican Patent No. 151,559

Detachable Crane or Boom-Operated Heat Exchanger
Tube Bundle Extractor
(Counterpart to U.S. Patent No. 5,169,281)

Canadian Patent No. 2,060,846

Detachable Crane or Boom-Operated Heat Exchanger
Tube Bundle Extractor
(Counterpart to U.S. Patent No. 5,169,281)

and

WHEREAS, ONYX INDUSTRIAL SERVICES, INC., ("Onyx ") a corporation created and existing under and by virtue of the laws of the State of Delaware, is desirous of acquiring the entire right, title and interest in and to the aforesaid inventions throughout the world, and all right, title and interest in, to and under such inventions under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to Heist in hand paid by Onyx and for other good and valuable considerations, the receipt of which is hereby acknowledged, Heist hereby sell, assign, transfer and set over to Onyx, all right, title and interest in and to the said invention throughout the world, and said application for U.S. Letters Patent, and any and all divisions, continuations, reexaminations and reissues thereof, and any and all Letters Patent of the United States and foreign countries which may be granted therefor, the same to be held and enjoyed by Onyx for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries are or may be granted, reexamined or reissued, as fully and entirely as the same would have been held and enjoyed by Heist if this assignment and sale had not been made.

And Heist does hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said application and from any and all divisions, continuations, and reissues thereof, to Onyx, as assignee of its entire interest, and hereby covenants that it has the full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith.

And Heist further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefor, to Onyx, its successors, assigns, or other legal representatives and that if Onyx, its successors, assigns or other legal representatives shall desire to file any divisional or continuation applications or to secure a reexamination or reissue of such Letters Patent, or to file a disclaimer relating thereto, Heist will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for

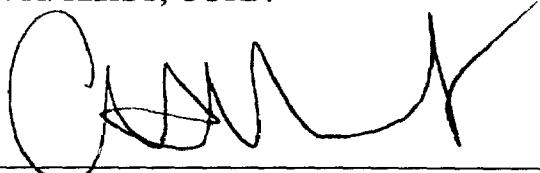
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the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of Onyx, its successors, or other legal representatives.

And Heist does further covenants and agrees that it will, at any time upon request, communicate to Onyx, its successors, assigns or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to it, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of Onyx, its successors, or other legal representatives.

EXECUTED THIS 13th day of March, 2000.

C. H. HEIST, CORP.

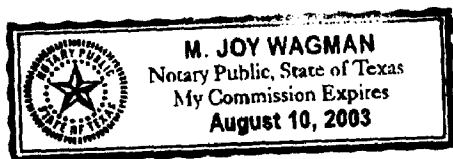


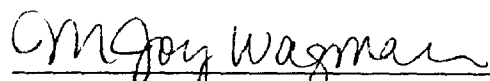
Charles H. Heist III, Chairman

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Charles H. Heist III, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said C.H. Heist Corp., a corporation, and that he/she has executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND and seal of office, this 13th day of March, 2000.





Notary Public, State of Texas
M. JOY WAGMAN
(Print name of Notary Public here)

My commission expires the 10th day of August, 2003

5,018,544
5,169,281
5,582,349

5,022,463
5,203,072

5,031,691
5,381,811

5,129,455
5,535,949

5,160,548
5,588,593

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RECORDED: 03/24/2000

PATENT
REEL: 010710 FRAME: 0270