

FORM PTO-1619A

Expires 08/30/99
OMB 0651-0027

MRD

04-28-2000



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U.S. Department of Commerce
Patent and Trademark Office
PATENT

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**RECORDATION FORM COVER SHEET
PATENTS ONLY****TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).****Submission Type**

New



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

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Corrective Document

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Conveyance Type

Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name (line 1)

K.W. Brown & Associates, Inc.

04 07 2000

Name (line 2)

a Texas corporation

Execution Date

Month Day Year

Second Party

Name (line 1)

Name (line 2)

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)

VPS Environmental, Inc.

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

Name (line 2)

a Texas corporation

Address (line 1)

736 Mission Rock Road

Address (line 2)

Address (line 3)

Santa Paula

California

93060

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

XXXXXX

PAUL KELLOGG

Address (line 1)

BOND & TAYLOR, L.L.P.

Address (line 2)

1021 MAIN ST., SUITE 1940

Address (line 3)

HOUSTON, TEXAS 77002

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
REEL: 010719 FRAME: 0816

FORM PTO-1619B
Expires 05/30/98
OMB 0651-0027

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U.S. Department of Commerce
Patent and Trademark Office
PATENT**Correspondent Name and Address**Area Code and Telephone Number **713-674-2277**Name **Thomas Liebert**Address (line 1) **4606 FM 1960 West, Suite 400**Address (line 2) **Houston, TX 77069**

Address (line 3)

Address (line 4)

Pages

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

4**Application Number(s) or Patent Number(s)**☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,868,523

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

Month Day Year

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

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1**Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐No ☐**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.

* **Thomas Liebert**

Name of Person Signing


Signature**April 14, 2000**
Date

PTO/SB/41 (8-96)

Approved for use through 9/30/98, OMB 0651-0027

Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

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ASSIGNMENT OF PATENT

Docket Number (optional)

Whereas, I, Kirk W. Brown of K.W. Brown & Assoc., Inc., hereinafterreferred to as patentee, did obtain a United States Patent for an improvement in In SituDeep Remediation Injection System and MethodNo. 5,868,523, dated Feb. 9, 1999; and whereas, I am now the sole

owner of said patent, and,

Whereas, Thomas Liebertof VPS Environmental, Inc.hereinafter referred to as "assignee" whose post office address is 736 Mission Rock RoadCity of Santa Paula, and State of California

is desirous of acquiring the entire right, title and interest in the same;

Now, therefore, in consideration of the sum of twenty dollars (\$ 20.00), the receipt whereof

is acknowledged, and other good and valuable consideration, I, the patentee, by these presents

do sell, assign and transfer unto said assignee the entire right, title and interest in and to the said

Patent aforesaid; the same to be held and enjoyed by the said assignee for his own use and

behoof, and for his legal representatives and assigns, to the full end of the term for which said

Patent is granted, as fully and entirely as the same would have been held by me had this

assignment and sale not been made.

Executed this 7th day of April, ~~19~~ 2000.at Houston, Texas

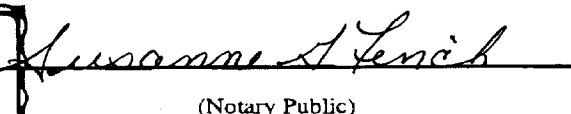

(Signature)

State of Texas)County of Brazos)

SS:

Before me personally appeared said Kirk W. Brown, Ph.D.and acknowledged the foregoing instrument to be his free act and deed this 11 dayof April, ~~19~~ 2000

SUSANNE G. FINCH
Notary Public, State of Texas
My Commission Expires
OCTOBER 11, 2002



(Notary Public)

Seal

Burden Hour Statement: This form is intended to be completed in one hour. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Washington, DC 20231.

PATENT
REEL: 010719 FRAME: 0818

**TRANSFER
AGREEMENT**

This Agreement (the "Agreement") is made and entered into by and between K. W. Brown & Associates, 501 Graham Road, College Station, Texas 77845 (hereinafter referred to as "KWB"), and VPS Environmental, Inc., a California company with offices at 736 Mission Rock Road, Santa Paula, California 93060 (hereinafter referred to as "VPS").

WHEREAS, KWBA represents and warrants that ~~VPS~~, joint owner of the entire right, title and interest in and to the inventions described and/or claimed in United States Patent No. 08/709,472, filed 9/5/96 titled "In-Situ Deep Remediation Injunction System and Method," together with any U.S. and foreign patents based thereon (hereinafter referred to collectively as "Inventions");

WHEREAS, KWBA represents and warrants that it is a joint owner of knowhow relating to remediation of contaminated soil and ground water including technology, methods, equipment designs, and information used in the practice of the "Inventions" including but not limited to the Deep Remediation Injunction System technology (hereinafter referred to collectively as "Knowhow");

WHEREAS, KWBA represents and warrants that it has the right to enter into (this) Agreement, and that there are no outstanding assignments, grants, licenses, encumbrances, obligations or agreements, either written, oral or implied, inconsistent with this Agreement;

WHEREAS, VPS is desirous ~~of acquiring~~ KWBA's ownership in the "Inventions" and "Knowhow"; and

WHEREAS, KWBA is willing to transfer its ownership upon the terms hereinafter set forth;


NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants, terms and conditions hereinafter expressed, the parties hereto agree as follows:

1. VPS will tender to KWBA the sum of Twenty Thousand Dollars (\$20,000.00) upon execution of this Agreement as consideration for KWBA entering into this agreement.
2. KWBA, as a joint owner hereby, sells, assigns and transfers unto VPS its entire right, title and interest throughout the world, in and to the "Inventions" and "Knowhow" and all applications for Letters Patent based thereon including but not limited to United States Patent Application No. 08/709,472 and any divisions, continuations and reissues thereof as well as all foreign counterparts of any of the foregoing together with all Letters patent issuing on any of the aforesaid applications for Letters Patent, the same to be held and enjoyed by VPS, its successors, assigns or other legal representatives, to the full ends of the terms of all said Letters Patent therefor which may be granted.
3. Should VPS, in the exercise of its sole discretion decide to license third parties under

~~any issued patents assigned herein, VPS will tender to KWBA fifteen percent (15%) of the total royalty received by VPS from such licensing during the five (5) year period following the date of this agreement. VPS is not obligated to seek or enter into any licensing agreements with third parties and reserves the right to refrain from licensing if in VPS's sole discretion it chooses not to do so. In the event licenses with third parties are made, K.W. Brown will furnish KWBA within thirty (30) days after the end of each calendar quarter, a written royalty report setting forth the total royalty received from licensing third parties during the quarter and the royalties due KWBA hereunder. VOID.~~

TKM

4. KWBA shall give VPS prompt and meaningful notice of the existence of each presently-existing patent application and patent on the Inventions and Knowhow, known by KWBA to be or have been filed in any patent office throughout the world, including the filing date and the name and contact information for the attorney handling each matter.
 5. VPS shall prepare at its expense all necessary documents to record this assignment with the U.S. Patent and Trademark Office and, at its option, any foreign government or intellectual property organizations before which any applications or patents on the Inventions and Knowhow are either presently-existing or later filed.
 6. VPS shall have the right, but not the obligation, at its own expense to file, prosecute, maintain and/or extend any application for patent or patent related to this Agreement.
 7. KWBA shall cooperate with VPS, provide all necessary assistance, and promptly execute all necessary documents for the recording of assignments, the filing, prosecution, maintenance, and/or extension of any patent application or patent, and/or the defense of any rights under application for patent or patent related to this Agreement at VPS's expense but without further compensation.
 8. ~~During the five-year period following the effective date of this Agreement, should VPS elect not to file, prosecute, maintain, or extend any patent or patent application assigned under this Agreement in the U.S. Patent and Trademark Office, VPS shall, not less than 60 days prior to any filing, prosecuting, maintaining, or extension day, KWBA of its intent not to take such action. After giving such notice, at KWBA's request, VPS shall reassign to KWBA only the rights pertaining to such patent or patent application. VPS will have no obligation to reassign the rights to KWBA in the event VPS elects not to file any continuation, divisional, continuation-in-part, or other additional application for patent after a first application for patent has been filed. After such notice to KWBA of VPS's intent not to take such further action, any expenses incurred for filing, prosecuting, maintaining, and/or extending the patent or patent application shall be the responsibility of KWBA and VPS will have no further obligation to KWBA relating to the patent or patent application; provided, further, that VPS shall have no further obligation to tender to KWBA royalties as provided in Section 3 of this Agreement. VOID.~~
- TKM

9. VPS shall have the sole right to determine at its sole discretion whether or not any action shall be taken on account of any infringement or defense of any patent transferred hereunder.
10. This Agreement contains all the acknowledgments, representations, warranties, rights, duties, covenants and agreements of any nature or kind between the parties hereto relating to the subject matter hereof.
11. No acknowledgment, representation, warranty, right, duty, covenant or agreement, relating to the subject matter hereof, shall be implied.
12. Neither this Agreement nor any of its provisions shall be released, discharged, abandoned, waived, changed or modified in any manner except by an instrument in writing signed by the parties hereto.
13. This Agreement, or any interest of VPS herein, is assignable and transferable by VPS; and this Agreement shall inure to the benefit of VPS, its legal representatives, executors, administrators, heirs and assigns. ~~Steele may assign monies due or to become due under this Agreement, if any, but neither the Agreement, nor any of the rights or obligations created herein, shall otherwise be assignable by KWBA.~~ 
14. This Agreement shall be construed and enforced, and the legal relations created herein shall be determined, in accordance with the laws of the State of Texas.
15. This Agreement may be executed in duplicate originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the 31st day of March, 2000.



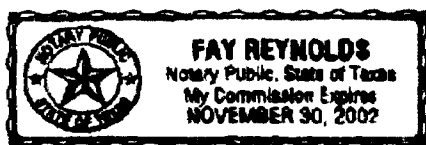
K.W. BROWN & ASSOCIATES

Kirk W. Brown
Kirk W. Brown

STATE OF TEXAS §
COUNTY OF Brazos §
~~HARRIS~~ §

BEFORE ME, A Notary Public, on this day personally appeared Kirk W. Brown, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of April, 2000.



Fay Reynolds
Notary Public - State of Texas

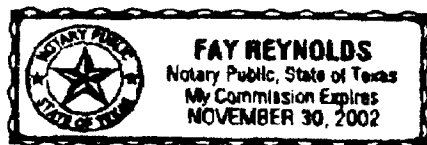
VPS Environmental, Inc

Kirk W. Brown
President

STATE OF TEXAS §
COUNTY OF Brazos §
~~HARRIS~~ §

BEFORE ME, A Notary Public, on this day personally appeared Kirk W. Brown, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of April, 2000.



Fay Reynolds
Notary Public - State of Texas

[Signature]