

RECORDATION FORM COVER SHEET

05-26-2000

TO THE ASSISTANT COMMISSIONER



ginal documents or copy thereof.

1. Name of conveying party(ies): (If m
numerically)

BioQuest

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

5/2/00

101368238

OPR/FINANCE

Address of receiving party(ies):

Name: BioQuest LLC

Internal Address:

Street Address: 4750 Longley Lane, #202

City: Reno State: NV ZIP: 89502

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (x) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution
dates in numerical order corresponding to numbers indicated in
1 above) April 20, 2000 (all signatures)

4. Application number(s) or Patent number(s):

() Application(s) filed herewith Execution Date(s):

(X) Patent Application No.: 09/187,241
Filing Date: November 6, 1998

(X) Patent No.: 5,545,310
Issue Date: August 13, 1996

Additional numbers attached? (X) Yes () No

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

Name: William H. Nieman
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: BIOQUEST.019GEN

7. Total fee (37 CFR 3.41): \$360

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may
be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 9

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.

William H. Nieman

Name of Person Signing

Signature

Date

4-27-00

30,201

Registration No.

Total number of pages including cover sheet, attachments and document: 10

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

05/25/2000 JYALLAH2 00000023 5545310

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PATENT
REEL: 010804 FRAME: 0224

Additional United States Patent Applications:

<u>Application No.</u>	<u>Filing Date</u>
09/187393	November 6, 1998
09/187623	November 6, 1998

Additional United States Patents:

<u>Patent No.</u>	<u>Issue Date</u>
5,676,805	October 14, 1997
5,752,282	May 19, 1998
5,759,384	June 2, 1998
5,885,426	March 23, 1999
6,007,693	December 28, 1999

PATENT ASSIGNMENT

WHEREAS, BioQuest, a Nevada partnership having a place of business at 4750 Longley Lane, #202, Reno, Nevada 89502 ("Assignor"), is the owner of all rights in certain United States patent(s) and application(s) which are described in detail in Schedules A and B incorporated in this Assignment and certain foreign patents and foreign patent applications which are described in detail in Schedules C and D in this Assignment; and

WHEREAS, BioQuest LLC, a Nevada limited liability corporation having a place of business at 4750 Longley Lane, #202, Reno, Nevada 89502 ("Assignee"), is desirous of obtaining the entire right, title, and interest in, to and under the aforesaid patent(s) and application(s):

1. NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over unto Assignee, all of the patent(s) and application(s) described in the aforesaid schedules, for its own use and benefit, and for the use and benefit of its successors, legal representatives, and assigns, including:

a. its entire right, title, and interest in and to the United States patent(s) and application(s) as listed in Schedules A and B annexed hereto and made a part hereof, including all divisionals, continuations and continuations-in-part thereof, all patent applications claiming priority therefrom, and all patents which may be granted thereon, all rights of priority therein, all reissues and re-examinations and extensions thereof, and in and to the inventions disclosed therein;

b. its entire right, title, and interest in and to foreign patent(s) and application(s) as listed in Schedules C and D annexed hereto and made a part hereof, including all divisionals, continuations and continuations-in-part thereof, and all patents of any country which may be granted thereon and reissues, renewals and extensions thereof, all rights of priority therein, and all applications for industrial property protection, which may hereafter be filed that correspond to the existing patents or applications in Schedules A, B, C or D, including without limitation, all applications for patents, utility models, and designs; together with the right to file such applications and the right to claim priority from prior applications under the patent laws of the United States or other countries under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including without limitation, patents, applications, utility models, inventors' certificates, and designs which may be granted for said patents, and all extensions, renewals and reissues thereof; and

c. its entire right, title and interest in all claims for damages and all remedies arising out of any violation or infringement of any issued patent identified on Schedule A or Schedule C hereto or of any patent granted in connection with the application listed on Schedule B or Schedule D, that may have occurred before the date hereof,

AND ASSIGNOR HEREBY authorizes and requests 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 or other evidence or forms of industrial property protection on application as aforesaid, to issue the same to Assignee in accordance with the terms of this instrument;

AND ASSIGNOR HEREBY further covenants and agrees that he will do everything reasonably possible to aid Assignee, its successors, legal representatives, and assigns to obtain patents and other industrial property protection for said inventions in all countries at Assignee's sole expense;

AND ASSIGNOR FURTHER AGREES THAT: it will execute further assignments for recordation of the conveyances recited herein as appropriate under the laws of the applicable country.

IN WITNESS WHEREOF, Assignor has executed this Assignment this 20TH day of April, 2000.

BIOQUEST, a Nevada Partnership

By: William Patch

Printed Name: WILLIAM PATCH

Title: ASST. SECY/TREAS of BioCorp, Inc.,
which is a Nevada corporation and a general
partner of BIOQUEST, a Nevada Partnership

STATE OF California
COUNTY OF San Diego

On April 20, 2000, before me, Catherine M Ruud
personally appeared William Patch personally known to me
(~~or proved to me on the basis of satisfactory evidence~~) to be the person ~~(X)~~ whose name ~~(X)~~ is
subscribed to the within instrument, and acknowledged to me that he executed the same in his
authorized capacity ~~(see)~~, and that by his signature ~~(X)~~ on the instrument the person ~~(X)~~, or the entity
upon behalf of which the person ~~(X)~~ acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Catherine M Ruud
Signature
June 19, 2003
Expiration Date

BIOQUEST LLC, a Nevada Limited Liability
Corporation

By: _____

Scott Pancoast
Scott Pancoast
Manager

STATE OF _____

COUNTY OF _____

California
San Diego

On *April 20, 2000*, before me, *Catherine M Ruud*

personally appeared Scott Pancoast personally known to me ~~(or proved to me on the basis of~~
~~satisfactory evidence)~~ to be the person~~(X)~~ whose name~~(X)~~ is subscribed to the within instrument, and
acknowledged to me that he executed the same in his authorized capacity~~(ies)~~, and that by his
signature~~(X)~~ on the instrument the person~~(X)~~, or the entity upon behalf of which the person~~(X)~~ acted,
executed the instrument.

WITNESS my hand and official seal.

[SEAL]



Catherine M Ruud
Signature

June 19, 2003
Expiration Date

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SCHEDULE A

United States Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,545,310	August 13, 1996	Method of Inhibiting Scale Formation in Spa Halogen Generator
5,676,805	October 14, 1997	Spa Purification System
5,752,282	May 19, 1998	Spa Fitting
5,759,384	June 2, 1998	Spa Halogen Generator and Method of Operating
5,885,426	March 23, 1999	Spa Purification System
6,007,693	December 28, 1999	Spa Halogen Generator and Method of Operating

SCHEDULE B

United States Patent Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
09/187241	November 6, 1998	Amperometric Halogen Control System
09/187393	November 6, 1998	Method for Operating an Amperometric Halogen Control System
09/187623	November 6, 1998	Amperometric Sensor Probe for an Automatic Halogen Control System

SCHEDULE C

Foreign Patents

<u>Country</u>	<u>Number</u>	<u>Issue Date</u>	<u>Title</u>
Australia	708,957	December 2, 1999	Spa Halogen Generator

SCHEDULE D

Foreign Patent Applications

<u>Country</u>	<u>Number</u>	<u>Filing Date</u>	<u>Title</u>
Canada	2,216,431	October 31, 1995	Spa Halogen Generator
Patent Coop. Treaty	PCTUS98/23781	November 6, 1998	Amperometric Halogen Control System

Additional United States Patent Applications:

<u>Application No.</u>	<u>Filing Date</u>
09/187393	November 6, 1998
09/187623	November 6, 1998

Additional United States Patents:

<u>Patent No.</u>	<u>Issue Date</u>
5,676,805	October 14, 1997
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