ASSIGNMENT RECORDATION FORM CC

06-30-2000



To the Honorable Commissioner of Patents and Tradem Please record the attached original documents or copy th.	101393003	May 31, 2000 Attorney Dkt: 5697-16
1. Name of conveying party(ies): James B. McClain Gary C. Schrebe	2. Name and address of receiving p MiCell Technologies, Inc. 7516 Precision Drive Raleigh, NC 27613	arty(ies):
Additional name(s) of conveying party(ies) attached? Yes X No 3. Nature of conveyance: X Assignment Merger Security Agreement Change of Name Other Execution Date: 10 May 2000	Additional name(s) & address(es) attached?	Yes <u>X</u> No
 Application Serial No. <u>09/497,308</u> Patent No. If this document is being filed together with a new applicati is: Additional numbers attached?Yes X No 	on, the execution date of the application	
 Name and address of party to whom correspondence concerning document should be mailed: Kenneth D. Sibley Myers Bigel Sibley & Sajovec P. O. Box 37428 Raleigh NC 27627 	6. Total number of applications and 7. Total fee (37 CFR 3.41) X Enclosed Authorized to be charged t 8. Deposit account number: 50-022	\$40.00 to deposit account
DO NOT USE THIS SPACE		
9. Statement and signature To the best of my knowledge and belief, the foregoing information of the original document. J. Michael Strickland, Reg #P-47,115 Name of Person Signing Total number of pages including cover sheet, attachments and	$\frac{5/31/00}{\text{Date}}$	d copy is a true copy
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PATENT **REEL: 010879 FRAME: 0596**

ASSIGNMENT

THIS ASSIGNMENT, made by us, **James B. McClain**, citizen of the United States of America, residing at 8008 Chadbourne Court, City of Raleigh, State of North Carolina 27613, and **Gary C. Schrebe**, citizen of the United States of America, residing at 3764 Old Pine Trail, City of Midland, State of Michigan 48642, respectively;

WITNESSETH: That,

WHEREAS, we are the joint inventors of certain new and useful improvements in *INTERNAL MOTOR DRIVE LIQUID CARBON DIOXIDE***AGITATION SYSTEM** for which an application for United States Letters Patent has been filed in the United States Patent and Trademark Office on February 3, 2000, under Serial No. 09/497,308, and

WHEREAS, **MiCell Technologies**, **Inc.**, a North Carolina corporation having a principal place of business at 7516 Precision Drive, City of Raleigh, County of Wake, State of North Carolina 27613, hereinafter referred to as assignee, is desirous of acquiring the entire right, title and interest in and to said invention as described in said application, and in and to any and all Letters Patent which shall be granted therefor in the United States of America and all foreign countries;

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we have sold and by these presents do hereby sell, assign, transfer, and convey unto the said assignee, its successors and assigns, the entire right, title, and interest in and to the said invention and application, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with the right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

We hereby request that said Letters Patent be issued in accordance with this assignment.

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We further covenant and agree that, at the time of the execution and delivery of these presents, we possess full title to the invention and application abovementioned, and that we have the unencumbered right and authority to make this assignment.

We further covenant and agree to bind our heirs, legal representatives, and assigns promptly to communicate to said assignee or its representatives any facts known to us relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the assignee, its representatives, successors, or assigns to secure patent or similar protection for the said invention in all countries and to vest in the assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said assignee, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF, I	have hereunto set my hand and seal on this
10th day of Mary, 20	000.
·	
	-13. / (SEAL)
JAM	IES B. MCCLAIN
STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

Before me personally appeared James B. McClain, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein stated, this *loth* day of

Jua O Moening
Notary Public

SEAL

My Commission Expires: 7/27/2003

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this			
Lary Schrebe (SEAL) GARYC. SCHREBE			
MOY LL CAYOTINA STATE OF MICHIGAN) ss: COUNTY OF WAKE)			
COUNTY OF Wake ; ss.			
Before me personally appeared Gary C. Schrebe, to me known to be the person			
described in and who executed the foregoing instrument, and he acknowledged to me			
that he executed the same for the purposes therein stated, this day of			
<u>May</u> , 2000.			
Juna O Brogning Notary Public			
() Notary Public			
SEAL			

My Commission Expires: 7 27 2003

5697-16

RECORDED: 06/06/2000