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08-28-2000



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To the Honorable Commissioner of Patents and Trademarks

101444585

Documents or copy thereof.

1. Name of conveying party(ies):
Name: Battelle Memorial Institute
Internal Address: Senior License Associate, Mailstop K1-53
Address: P.O. Box 999, 902 Battelle Blvd.
City: Richland State: WA Zip Code: 99352
Additional name(s) of conveying party(ies) attached?
[] Yes [X] No

2. Name and address of receiving party(ies)
Name: Integrated Environmental Technologies, LLC
Internal Address:
Street Address: 1935 Butler Loop
City: Richland State: WA Zip Code: 99352
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[X] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 6/14/00

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): 09/139,219
B. Patent No.(s): 5,666,891, 5,798,497, 5,908,564
Additional numbers attached? [] Yes [X] No

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner For Patents, Washington, D.C. 20231 on 7/26/00
A. Lee

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Valarie B. Rosen
Internal Address: Choate, Hall & Stewart
Street Address: Exchange Place 53 State Street
City: Boston State: MA ZIP: 02109

6. Total number of applications and patents involved: 4
7. Total fee (37 CFR 3.41).... \$160
[X] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 03-1721
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.
Valarie B. Rosen
Name of Person Signing Reg. No. 45,698
Signature: Valarie B. Rosen
Date: 7/26/00
Total number of pages including cover sheet, attachments, and document: 20

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

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08/24/2000 DNGUYEN 00000139 09139219
01 FC:581
160.00 DP

Assignment of Patents

Between

Battelle Memorial Institute

and

Integrated Environmental Technologies, LLC

June 2000

ASSIGNMENT OF PATENTS

This Assignment made and entered into at Richland, Washington, and effective the date affixed hereto by the party last signing this Assignment, by and between Integrated Environmental Technologies, LLC, having a place of business in Richland, Washington (hereinafter called IET), and Battelle Memorial Institute, having a place of business in Richland, Washington, (hereinafter called BMI).

WITNESSETH THAT:

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. **BACKGROUND:** BMI and IET are joint owners of certain patents and patent applications. Under License Agreement No. 95088-C, effective October 26, 1995 (the "License Agreement"), a copy of which is attached hereto, BMI licensed to IET certain inventions, technology, technical information, and BMI's undivided interest in jointly owned patents and patent applications. In order to facilitate prosecution of jointly owned patent applications arising out of a patent licensed thereunder, the parties have agreed to the assignment by BMI to IET of certain patent rights under the terms and conditions contained herein.
2. **PATENTS:** PATENTS means the following patents and/or patent applications:

Title	Country	Patent/Patent Application No.	Date Issued
ARC plasma-melter electro conversion system for waste treatment and resource recovery (B-1313)	U.S.	5,666,891	September 16, 1997
Tunable, self-powered integrated arc plasma-melter vitrification system for waste treatment and resource recovery (B-1313 CIP1)	U.S.	5,798,497	August 25, 1998
Tunable, self-powered integrated arc plasma-melter vitrification system for waste treatment and resource recovery (B-1313 C1CON)	U.S.	5,908,564	June 1, 1999
Tunable, self-powered integrated arc plasma-melter vitrification system for waste treatment and resource recovery (B-1313 C1CON2)	U.S.	09/139,219	

BUSINESS SENSITIVE

PATENT
REEL: 011007 FRAME: 0819

3. **ASSIGNMENT:** BMI hereby assigns to IET all right, title and interest in the PATENTS, with right of reverter, subject to the provisions of this Assignment.
4. **RESERVATION OF RIGHTS:**
 - (a) BMI reserves for itself and its affiliates the right to practice the PATENTS for research, development, and demonstration purposes.
 - (B) Upon termination of the License Agreement, all rights assigned herein shall revert to BMI.
5. **CONTINUATION OF LICENSE AGREEMENT:** This Assignment shall not abrogate the License Agreement, which shall remain in full force and effect.
6. **REPRESENTATIONS: NEITHER THE U.S. GOVERNMENT NOR THE U.S. DEPARTMENT OF ENERGY, NOR ANY OF THEIR EMPLOYEES, NOR BMI, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE PATENTS OR ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS OTHERWISE DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.**
7. **LAWFULNESS AND REVISIONS:** The parties agree that if any part, term, or provision of this Assignment is determined to be unlawful or otherwise in conflict with any applicable law, the remaining provisions shall remain in full force and effect and shall not be affected thereby.

In the event the validity of any provision of this Assignment is brought into question because of a decision by a court of competent jurisdiction of any country in which this Assignment applies, BMI in its sole discretion, by written notice to IET, may revise the provision in question or may delete it entirely so as to avoid conflict with the decision of said court.
8. **PUBLICITY:** Any use by IET of the name BMI or of any organization related to BMI, including materials designed for the news media, is prohibited without the express written approval of BMI.
9. **WAIVER AND ALTERATION:** The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach. A provision of this Assignment may be altered only by a writing signed by both parties, except as provided in Paragraph 6, above.

BUSINESS SENSITIVE

**PATENT
REEL: 011007 FRAME: 0820**

10. **CONSTRUCTION:** This Assignment shall be construed in accordance with the laws of the State of Washington of The United States of America. The titles used herein are for identification purposes only and are not to be used to limit the meaning of any provision hereof.
11. **ENTIRE UNDERSTANDING:** This Assignment represents the entire understanding between the parties concerning the assignment of the PATENTS, and supersedes all other agreements, express or implied, between the parties concerning the assignment of the PATENTS. This Assignment shall not be modified except in writing, signed by both parties.
12. **ADDRESSES:** Any notices required or desired under any of the provisions hereof, shall be in writing and shall be deemed to have been properly served by delivery in person or upon the mailing of same by first class mail, postage prepaid, to BMI or IET at the addresses set forth below, or any other addresses of which either party shall notify the other party in writing:

Integrated Environmental Technologies, LLC
1935 Butler Loop
Richland, WA 99352
Telephone: (509) 946-5700
Telefax: (509) 946-1819

Battelle Memorial Institute
Attention Senior License Associate, Mailstop K1-53
P.O. Box 999, 902 Battelle Blvd.
Richland, WA 99352
Telephone: (509) 375-2703
Telefax: (509) 375-4487

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

BATTELLE MEMORIAL INSTITUTE

**INTEGRATED ENVIRONMENTAL
TECHNOLOGIES, LLC**

BY Walter J. Apley
PRINTED NAME Walter J. Apley
TITLE Contracting Officer
DATE 6/14/00

BY Jeffrey E. Surma
PRINTED NAME Jeffrey E. Surma
TITLE President and CEO
DATE 6/17/00

BUSINESS SENSITIVE

**PATENT
REEL: 011007 FRAME: 0821**

**ATTACHMENT
TO
ASSIGNMENT OF PATENTS**

LICENSE AGREEMENT NO. 95088-C

BETWEEN

BATTELLE MEMORIAL INSTITUTE

AND

INTEGRATED ENVIRONMENTAL TECHNOLOGIES, LLC

OCTOBER 26, 1995

BUSINESS SENSITIVE

**PATENT
REEL: 011007 FRAME: 0822**

LICENSE AGREEMENT

THIS AGREEMENT made and entered into at Columbus, Ohio and effective the 26th day of October, 1995, (the "Effective Date") by and between Integrated Environmental Technologies, LLC, having its principal place of business in the State of New York, herein called "LICENSEE", and Battelle Memorial Institute, having a principal place of business in Columbus, Ohio, herein called "BMI",

WITNESSETH THAT:

WHEREAS, BMI is a joint owner of U.S. Patent Application Serial Number 08/382730 relating to an arc plasma-melter for the electro-conversion of waste into a glass-like material and is also the owner of an invention as described in Battelle Invention Report B-1146,

WHEREAS, LICENSEE wishes to acquire a license to use such invention and an exclusive license to use the patent application, and

WHEREAS, LICENSEE recognizes that its anticipated business activity will encompass the practice of technology that requires a license under patents, owned or controlled in whole or in part by BMI; and

WHEREAS in consideration of the licenses granted herein, LICENSEE will be issuing to BMI an equity interest in LICENSEE as defined and described in a separate agreement between LICENSEE and BMI and which issuance will be effective on the above noted Effective Date.

NOW THEREFORE in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. INVENTION or INVENTIONS means devices and processes related to use of an arc plasma-melter for the electro-conversion of waste into a glass-like material as disclosed in U.S. Patent Application Serial Number 08/382730 and also a device as claimed in Battelle Invention Report No. B-1146.
- B. PATENTS means U.S. Patent Application Serial Number 08/382730 filed February 2, 1995 and any patent issuing therefrom, as well as any divisional or continuation, reissues or continuation-in-part application based thereon and any corresponding foreign patents; and also includes the above referenced invention report B-1146 and any patent application filed or patents issuing in the United States or foreign countries based thereon in the future.
- C. TERRA-VIT™ TECHNOLOGY means a technology owned by BMI related to vitrification of materials including soil with contaminants and other known waste streams as disclosed or claimed in U.S. Patent 5,354,355 or U. S. Patent 5,443,618.
- D. TECHNICAL INFORMATION means any proprietary information (including know-how, trade secrets, unpublished development information, and proprietary technical data)

which at the time of reference, is in the possession of BMI, and which (i) is directly related to the INVENTIONS, and (ii) which BMI reasonably considers to be necessary to practice the INVENTIONS.

- E. LICENSED TERRITORY means world wide.
- F. LICENSED FIELD I means, and is limited to, the practice of the INVENTIONS for all Fields.
- G. LICENSED FIELD II means, and is limited to, practice of inventions for processing the following waste streams:
 - 1. Hazardous waste and hazardous waste incinerator ash,
 - 2. Industrial (hazardous and non-hazardous) wastes and industrial waste incinerator ash,
 - 3. Medical waste and medical waste incinerator ash, and
 - 4. Municipal solid wastes and municipal solid waste incinerator ash.

2. PATENT LICENSE

- A. BMI hereby grants to LICENSEE, to the extent of the LICENSED FIELD I and LICENSED TERRITORY, a royalty-free, exclusive license under the PATENTS to manufacture, have manufactured, use, market, have marketed, lease, sell and have sold devices based on the INVENTIONS and to practice all processes covered by the PATENTS to the extent that the manufacture and use of such devices involves such processes (but excluding Battelle Invention Report B-1146).

- B. BMI hereby grants to LICENSEE, to the extent of LICENSED FIELD II and LICENSED TERRITORY, a royalty-free, exclusive license to practice the INVENTIONS under the PATENTS to manufacture, have manufactured, use, market, have marketed, lease, sell and have sold devices based on the INVENTIONS and to practice all processes covered by the PATENTS to the extent that the manufacture and use of such devices involves such processes (but including only Battelle Invention Report B-1146) and with the exception that BMI will be free to practice and license the use of Battelle Invention Report B-1146 with its TERRA-VIT™ TECHNOLOGY in LICENSED FIELD II.
- C. The licenses granted pursuant to Paragraphs A and B shall be subject to any rights the Government of The United States of America may presently have or may assert in the future for any reason. BMI has no present knowledge of any right the Government of the United States presently has or could assert in the future.
- D. BMI reserves for itself the right to practice the INVENTIONS for internal research and development and demonstration purposes and to license the INVENTIONS in fields not exclusively licensed herein.

3. TECHNICAL INFORMATION LICENSE

- A. BMI hereby grants to LICENSEE the right to use the TECHNICAL INFORMATION in its practice of the INVENTIONS under the licenses granted in Article 2 above.

- B. BMI shall make available to LICENSEE for its use the defined TECHNICAL INFORMATION concerning the INVENTIONS that BMI has the right to disclose. If there is any prohibition of disclosure with respect to any TECHNICAL INFORMATION which BMI would otherwise disclose to LICENSEE, BMI will discuss the issue with LICENSEE and the parties will resolve the issue in good faith. Failure to provide any TECHNICAL INFORMATION called for by this Agreement shall not entitle LICENSEE to recover damages or to terminate this Agreement; the remedy for failing to provide any such TECHNICAL INFORMATION shall be limited to an order requiring its disclosure.
- C. LICENSEE shall not disclose any Proprietary Information of BMI which is included in the TECHNICAL INFORMATION to be furnished to LICENSEE. As used herein the term "Proprietary Information" shall mean that portion of the TECHNICAL INFORMATION which is (i) in written, graphical or other tangible form and stamped "Proprietary", "Confidential", or with a similar legend denoting the proprietary interest therein of BMI, or (ii) disclosed orally, identified as "proprietary" at the time of oral disclosure, and reduced to writing within ten (10) days of such oral disclosure and stamped "Proprietary", "Confidential", or with a similar legend denoting the proprietary interest therein of BMI; *provided, however,* that "Proprietary Information" shall not include any information, documentation or device that is: (a) in the possession of LICENSEE (other than by reason of the association of Jeffrey Surma with LICENSEE) prior to its disclosure by BMI; (b) independently developed by LICENSEE; (c) publicly disclosed by BMI; (d) rightfully received by LICENSEE from a third party without any restriction on disclosure or use; (e) approved for release or disclosure by BMI; (f) available by the inspection of products or services marketed or

offered for sale or lease in the ordinary course of business by either party hereto or others; or (g) produced or disclosed pursuant to applicable laws, regulations or court order, provided LICENSEE has given BMI the opportunity to defend, limit or protect such production or disclosure. Any combination of licensed TECHNICAL INFORMATION shall not be considered in public merely because individual elements thereof are in the public domain, unless the combinations and its principles are in the public domain. To the extent that any such TECHNICAL INFORMATION is disclosed to LICENSEE's sublicensees and purchasers of LICENSEE's products or services, the agreements contained in this Article shall be made by LICENSEE to apply to and be made binding upon all such parties.

- D. BMI reserves for itself the right to practice the TECHNICAL INFORMATION for research, development and demonstration purposes.

4. SUBLICENSING

Sublicensing shall be the responsibility of LICENSEE in the LICENSED FIELDS and LICENSED TERRITORY and it is the intent of the parties that sublicenses shall be available to qualified third parties where appropriate based solely on LICENSEE'S business judgment.

5. REPRESENTATIONS

- A. This Agreement is entered into by BMI in its private capacity. It is understood and agreed that the U.S. Government is not a party to this Agreement and in no manner whatsoever shall be liable for nor assume any responsibility or obligation for any

claim, cost or damages arising out of or resulting from this Agreement or the subject matter licensed.

- B. Nothing in this Agreement shall be deemed to be a representation or warranty by BMI, or the U.S. Government, of the validity of any of the PATENTS or the accuracy, safety or usefulness for any purpose, of any TECHNICAL INFORMATION, techniques, or practices at any time made available by BMI. Neither the U.S. Government nor BMI nor any affiliated company of BMI shall have any liability whatsoever to LICENSEE or any other person for or on account of any injury, loss, or damage, of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon LICENSEE or any other person, arising out of or in connection with or resulting from (i) the production, use or sale of any apparatus or product, or the practice of the INVENTIONS; (ii) the use of any TECHNICAL INFORMATION, techniques, or practices disclosed by BMI; or (iii) any advertising or other promotional activities with respect to any of the foregoing, and LICENSEE shall hold the U.S. Government, BMI, and any affiliated company of BMI, harmless in the event the U.S. Government, BMI, or any affiliated company of BMI, is held liable.
- C. LICENSEE understands and acknowledges that the subject matter of this Agreement has not yet been commercially demonstrated, and agrees to accept the risks incident to designing, manufacturing and operating a nascent technology.
- D. BMI represents that it has the right to grant all of the rights herein, except as to such rights as the Government of The United States of America may have or may assert.

6. TERMINATION

- A. (i) LICENSEE's obligations under this Agreement relating to the PATENTS shall end upon the expiration of the last to expire of any of the patents included herein, unless these licenses are sooner terminated.
- (ii) LICENSEE's obligations under this Agreement relating to the TECHNICAL INFORMATION shall end at the same time as set forth in Article 6A(i) above, but obligations under Paragraph C of Article 3 shall survive termination and continue until such time that BMI elects to abandon such secrecy terms.
- B. LICENSEE may terminate this Agreement at any time upon sixty (60) days' written notice in advance to BMI.
- C. If either party shall be in material default of any obligation hereunder, the other party may terminate this Agreement by giving Notice of Termination by Certified or Registered Mail to the party at fault, specifying the basis for termination. If within sixty (60) days after the receipt of such Notice of Termination, the party in default shall remedy the condition forming the basis for termination, such Notice of Termination shall cease to be operative, and this Agreement shall continue in full force; provided that if Notice of Termination is given by BMI to LICENSEE for the third time then this grace period shall not be available unless permitted in such third Notice of Termination, and this Agreement shall be finally terminated.

7. LITIGATION

- A. Each party shall notify the other in writing of any suspected infringement(s) of the PATENTS in the LICENSED FIELD, and the LICENSED TERRITORY and shall inform the other of any evidence of such infringement(s).

- B. LICENSEE shall have the first right to institute suit for infringement(s) in the LICENSED FIELDS and the LICENSED TERRITORY so long as this Agreement remains exclusive.

8. PATENTS

- A. LICENSEE shall have the sole right to file, prosecute, and maintain all of the PATENTS related to or derived from United States Patent Application Serial Number 08/382730 and shall have the right to determine whether or not, and where, to file a patent application, to abandon the prosecution of any such patent or patent application, or to discontinue the maintenance of any such patent or patent applications.

- B. Inventions made by LICENSEE related to PATENTS shall be the exclusive property of LICENSEE.

- C. BMI shall cooperate with LICENSEE with respect to obtaining, extending, sustaining, defending or enforcing any PATENTS as derived from U.S. Patent Application Serial Number 08/382730. Further BMI will cooperate with respect to any foreign filing of said patent application and assist in such filing at LICENSEE'S expense.

- D. With respect to any patents or patent applications relating to, or derived from, Battelle Invention Report B-1146, BMI shall have the sole right to file, prosecute, and maintain all such patents or patent applications and shall have the right to determine whether or not, and where, to file a patent application, to abandon the prosecution of any patent or patent application, or to discontinue the maintenance of any patent or patent applications. If BMI shall decide to abandon the prosecution of a patent application in any country or to discontinue the maintenance of a patent or patent application in any country, BMI shall give notice to LICENSEE as promptly as possible so that LICENSEE may at its own expense pursue the prosecution or continue the maintenance of the applicable patent or patent application.
- E. Improvement Inventions made by BMI in the future related to the INVENTIONS will be the sole property of BMI. If such Improvement Inventions result from funding or partial funding by LICENSEE, a determination will be made by the parties on a case-by-case basis of ownership and use of the Improvement Inventions. Improvement Inventions are defined as those which if practiced by a third party would infringe the claims of the U.S. Patent Application Serial Number 08/382730 as it now stands, or if when it issues as a patent, would infringe the claims of such patent. This paragraph shall in no way affect the rights of LICENSEE under Article 2.

9. ASSIGNABILITY

LICENSEE may assign the rights and licenses granted to LICENSEE here under to a successor in interest of the entire, or substantial portion of the, business of LICENSEE.

BMI may assign its rights herein to any subsidiary it controls or to any successor in interest of its entire, or a substantial portion of its, business.

10. DILIGENCE

LICENSEE shall continue to perform Research and Development, and/or continue active commercialization of the INVENTION(S); and/or have an operating commercial unit in each calendar year beyond 1998. The conduct of Research and Development and/or active commercialization is defined as the investment of staff labor of at least one (1) full time equivalent (FTE) staff member in an engineering capacity and company financial resources in the development of a working model of the INVENTION(S) and/or the deployment of a commercial unit (a system other than a research unit) of the INVENTION(S), of which the aggregate investment shall total at least \$100,000 per year. An operating commercial unit is defined as a plant or plants operating for the purpose of treating waste in the commercial arena with an aggregate capacity of at least ten (10) tons per day. The active commercialization of the INVENTION(S) or an operating commercial unit may be done in partnership with a third party. In the event that none of the above activities are being performed by LICENSEE (beyond 1998) relative to the INVENTION(S), BMI has the right to terminate the exclusivity of this License Agreement, except as provided for in Section 6, Part C.

11. REFORM

- A. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.
- B. In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction of any country in which this Agreement applies, BMI, by written notice to LICENSEE and written acceptance by the LICENSEE, may revise the provision in question or may delete it entirely so as to comply with the decision of said court. BMI will revise the provision to the least extent possible in conformance with the law.

12. PUBLICITY

In publicizing anything made, used, or sold under this Agreement, LICENSEE shall not use the name Battelle, BMI, or otherwise refer to any organization related to BMI, except with the written approval of BMI.

13. WAIVER AND ALTERATION

- A. The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

- B. A provision of this Agreement may be altered only by a writing signed by both parties, except as provided in Article 11, above.

14. IMPLEMENTATION

Each party shall execute any instruments reasonably believed by the other party to be necessary to implement the provisions of this Agreement.

15. CONSTRUCTION

This Agreement shall be construed in accordance with the laws of the State of Washington of The United States of America and in the English language.

16. EXPORTATION OF TECHNICAL INFORMATION

LICENSEE agrees to comply with the laws and rules of The United States Government regarding prohibition of exportation of reports and technical information furnished to LICENSEE either directly or indirectly by BMI to the extent that the technology licensed hereunder becomes subject to such laws and rules regarding exportation.

17. MARKING

- A. LICENSEE shall place in a conspicuous location on any product made or sold under any patent coming with this Agreement, a patent notice in accordance with the laws concerning the marking of patented articles.

B. LICENSEE shall include a marking provision similar to Paragraph A above, in every sublicense granted pursuant to Article 4, above.

18. ADDRESSES

For the purpose of all written communications between the parties, their addresses shall be:

Battelle Memorial Institute
Attention License Administrator
Mailstop K1-53
902 Battelle Blvd, P.O. Box 999
Richland WA 99352
Telephone: (509) 375-2703
Telefax: (509) 375-2592

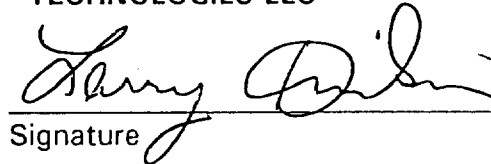
Integrated Environmental Technologies, LLC
1 Ames Court
Plainview, New York 11083

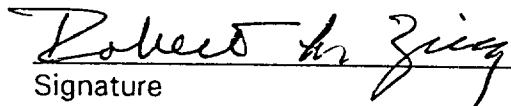
or any other addresses of which either party shall notify the other party in writing.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

INTEGRATED ENVIRONMENTAL
TECHNOLOGIES LLC

BATTELLE MEMORIAL INSTITUTE


Signature


Signature

Larry Dinkin
Typed or Printed Name

Robert L. Zieg
Typed or Printed Name

President
Title

Intellectual Property Counsel
Title

October 17, 1995
Date

October 19, 1995
Date