

12-06-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents

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checked original documents or copy thereof.

1. Name of conveying party(ies):

HARRY E. ROBSON

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **7/10/00**

2. Name and address of receiving party(ies)

Name: **MATRIX-LOC, INC.**

Internal Address:

Street Address: **5338 LEOPARD STREET**

CORPUS

City: **CHRISTI** State: **TX** ZIP: **78408**

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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)

B. Patent No.(s) **5387738**

Additional numbers attached? ☐ Yes ☐ No

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

Name: **DARCY HAMLIN, LEGAL ASSISTANT**

Internal Address:

EHMANN VANBENBERGH & TRAINOR

SUITE 725

Street Address: **TWO PENN CENTER PLAZA**

City: **PHILADELPHIA** State: **PA** ZIP: **19050**

6. Total number of applications and patents involved: **1**

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

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☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

DARCY J. HAMLIN

Name of Person Signing

Signature

12/4/00

Date

Total number of pages including cover sheet, attachments, and document: **1**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT
REEL: 011149 FRAME: 0143

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ASSIGNMENT OF PATENT/INTEREST IN PATENT

THE STATE OF LOUISIANA :

PARISH OF East Baton Rouge

AUG - 7 2000

This Assignment of Patent/Interest in Patent dated July 10th 2000, but effective as of September 29, 1994 (the "Effective Date") by and among Harry E. Robson, an individual whose address is 7755C North Jefferson Place Circle, Baton Rouge, Louisiana 70809 ("Assignor") and Matrix-Loc, Inc., a Texas corporation whose address is 5338 Leopard Street, Corpus Christi, Texas 78408 ("Assignee").

For good and valuable consideration the receipt and sufficiency which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby fully assigns and conveys unto Assignee, free and clear of all liens, claims and encumbrances of any kind, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereinafter acquired or rising and filed:

(a) all Assignor's right, title and interest into United States Patent Number 5387738 ("Patent"), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereinafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringement thereof, (iii) the right to sue for past, present and future

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infringements thereof, and (iv) all rights corresponding thereto throughout the world; and

(b) the goodwill associated with and attributable to the Patent.

2. New Patents. Assignor represents and warrants that the Patent described herein and constitutes all of the Patents now owned by Assignor relating to a reagent for treating a contaminant waste material and method for same all as set forth in the Claims section of the said Patent as filed with the United State Patent and Trademark Office.

3. Representations and Warranties. Assignor hereby represents and warrants as follows, which representations and warrants shall be true and correct as of the date hereof and as of the Effective Date.

(a) Assignor has full right and authority to enter into this agreement and consummate the transaction contemplated hereby.

(b) The execution and delivery by Assignor of this Agreement, the consummation the transactions contemplated hereby and the fulfillment and compliance with respect to terms, conditions and provisions of this Assignment: (i) Will not conflict with or result in a breach of, or constitute a default, or might, upon the passage of time or the giving of notice or both constitute a default under any of the terms, conditions or provisions of any applicable statute, law, rule, regulation or ordinance or any indenture, mortgage, loan, or credit agreement or instrument to which Assignor is a party or by which Assignor may be bound or effected, or any judgment or order of any court or governmental department, commission, board, bureau, agency or

instrumentality, domestic or foreign, to include by way of example and not limitation the United States Patent and Trademark Office; and (ii) will not result in the creation or imposition of a lien, charge or encumbrance of any nature whatsoever upon the patent except a lien in favor of the Assignee.

4. Warranty of Title. Assignor hereby warrants to Assignee that the Patent and all other items transferred herein are free and clear of all liens, claims and encumbrances of any kind and Assignor for himself and his assigns shall warrant and forever defend Assignees title to the Patent and other transferred assets from and against any and all persons or entities whatsoever.

5. Continuing Protection of Matrix-Loc's Confidential Information/Trade Secrets.

(a) Assignor acknowledges the confidential and proprietary nature of the information/trade secrets and agrees to hold and keep same confidential as provided in this agreement and to absolutely refrain from any disclosure whatsoever of any kind or nature that would compromise the confidentiality or proprietary trade secrets related in any way to the Patent as well as any system or process developed by Matrix-Loc around or utilizing the Patent ("Matrix System/Process").

(b) As used herein the terms "information" and "trade secrets" refer to any and all specifications or other technical information, regardless of the status of the Patent or other rights to such technology, and any related environmental, commercial, financial, marketing, or other information concerning the relevant processes, equipment or technology of the Matrix

System/Process, or the business, operations and affairs of Matrix-Loc, Inc., generally that may be provided to the Assignor, irrespective of the form of the communication by Matrix or its employees, officers or agents.

(c) The terms "information" and "trade secrets" do not include information which is or becomes generally available to the public other than as a result of any direct or indirect disclosure by Assignor or its representatives in violation of this Agreement; which was already known to Assignor prior to the receipt from Assignee, as shown by prior written records of Assignor; or which was known to Assignor by disclosure from a third party having a lawful right to disclose the information to Assignor.

(d) No permissible use of information without written authorization from Assignee. Assignor agrees that any limited information or demonstration or samples will be used solely for the purpose of evaluating the appropriateness of making any application of the Matrix System/Process to its facilities and/or to enter into a contractual relationship with Assignee for making any investments or any other application of the Matrix System/Process to Assignor. Any such information will not be disclosed to any person/entity other than Assignor's employees and agents who would be directly involved in evaluating any of the above transactions. None of the information/descriptions shall be used in any way detrimental to Assignee, including all direct or indirect use in the conduct of Assignor's business or any other business or enterprise in which Assignor may have an interest, now or in the future, and whether or not now in competition with Assignee.

(e) Any samples of the Matrix System/Process or the results of same shall be Confidential Samples to Assignor regardless of how they might come into the possession of Assignor. "Confidential Samples" not only include any sample materials from the Matrix System/Process and any resulting materials from any stage in the process, but also include any information or knowledge that may be obtained from inspection or analysis of the samples or results. Assignor agrees to refrain from analyzing, selling, showing or giving any samples, results or products made from any of them, to any third party and agrees to refrain from disclosing the results of any tests and/or experiments that may be conducted on said samples, results or products of them, to any third party, for a time period not less than (5) years from the date of execution of this agreement, without prior written permission of Assignee.

(f) Nothing in this agreement shall be construed to grant any Assignor any right or license under any Patent of Assignee.

6. Continuing Protection of Confidentiality and Trade Secrets.

The Assignor acknowledges and agrees that in the event of any breach of this Agreement by Assignor, Assignee would be irreparably and immediately harmed and that Assignee could not be made whole by monetary damages, and that the remedy at law for any breach of his Agreement will be inadequate. Therefore, Assignee, its successors and assigns shall be entitled to an injunction or injunctive relief to prevent breaches of the agreement, and/or to compel specific performance of the agreement in addition to any other remedy to which it may be entitled in law or equity. Assignor hereby waives any

requirements for the securing or posting of any bond in connection with such remedy. Assignor also agrees to reimburse Assignee for all costs and expenses, including attorney's fees, incurred by Assignee by attempting to enforce this Agreement.

7. Other Terms and Conditions.

(a) Severability. In the event that any of the provisions or portions thereof, of this agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof, shall not be affected thereby.

(b) Governing Law. This agreement has been executed in and shall be governed by the laws of the State of Texas.

(c) Entire Agreement. This agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein, and may only be amended by the written consent of all of the parties to this agreement at the time of amendment. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 10th day of July, 2000 but effective as of the Effective Date.

ASSIGNOR:

ASSIGNEE:
MATRIX-LOC, INC.

Harry E. Robson
By: Harry E. Robson

[Signature]
By: [Signature]

ACKNOWLEDGMENT

THE STATE OF LOUISIANA :
:
PARISH OF East Baton Rouge :

This instrument was acknowledged before me on the 10th day of July, 2000, by Harry E. Robson

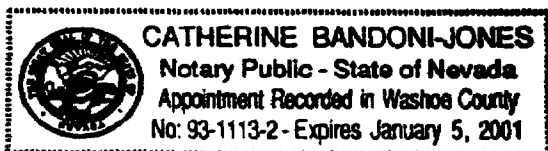
[Signature]
NOTARY PUBLIC

My Commission Expires: BARBARA PRATHER
NOTARY PUBLIC
MY COMMISSION
ISSUED FOR LIFE

CORPORATE ACKNOWLEDGMENT

NEVADA
THE STATE OF ~~TEXAS~~ :
:
COUNTY OF WASHOE :

This instrument was acknowledged before me on the 20th day of July, 2000, by D. Thomas Copeland, President of MATRIX-LOC, INC., a Texas corporation, on behalf of said corporation.



[Signature]
NOTARY PUBLIC

My Commission Expires: 1/5/01