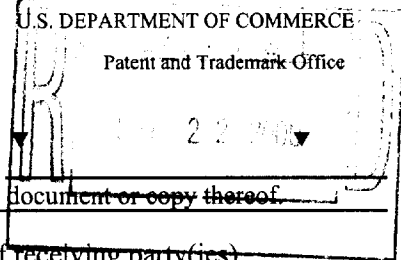


RECORDATION FORM COVER SHEET
PATENT

10-31-2000



101500922



To The Honorable Commissioner of Patents and Trademarks

1. Name of conveying party(ies): 9-22-00
Kenneth Kensey, John E. Nash & Harold E. Clupper

Additional names(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Visco Technologies, Inc.

Internal Address: _____

Street Address: 15 E. Uwchlan Avenue, Suite 414

City: Exton State: PA Zip: 19341

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Execution Date: November 5, 1997

Additional names(s) of receiving party(ies) 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 this application is:

A) Patent Application No.(s)

B) Patent No.(s)

09/629,216

Additional numbers attached? Yes No

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

**CAESAR, RIVISE, BERNSTEIN,
COHEN & POKOTILOW, LTD.**

**Attn: Scott M. Slomowitz, Esq.
12th Floor - 7 Penn Center
1635 Market Street; Phila, PA 19103-2212**

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

7. Total fee (37 CFR 3.41).....\$ 40.00

Authorized to Charge to Deposit Account No. 03-0075 (duplicate attached)

DO NOT USE THIS SPACE

8. 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.

Scott M. Slomowitz

Name of Person Signing

Scott M. Slomowitz

Signature

09/20/00

Date

10/31/2000 MTHAI: 00000023 030075 09629216

01:40:531 40.00 DS

Total number of pages including cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks; Box Assignments; Washington DC 20231

ASSIGNMENT OF INVENTION

WHEREAS, we, Kenneth Kensey, John E. Nash and Harold E. Clupper, residing at 8 Hickory Lane, Chester Springs, PA 19425, 145 Oak Street, Downingtown, PA 19355 and 1024 Little Shiloh Road, West Chester, PA 19382, respectively, have made a certain new and useful invention in the VISCOSITY MEASURING APPARATUS AND METHOD OF USE, and are about to apply for Letters Patent of the United States based thereon;

WHEREAS I, Kenneth Kensey, am the President of VISCO TECHNOLOGIES, INC.; and

WHEREAS, we, John E. Nash and Harold Clupper, are Consultants of VISCO TECHNOLOGIES, INC.;

WHEREAS, VISCO TECHNOLOGIES, INC., a corporation organized and existing under the laws of the State of Delaware, and having an office and place of business at 75 E. Uwchlan Avenue, Suite 105, Exton, Pennsylvania 19341, is desirous of acquiring the entire right, title and interest in and to the invention and all improvements thereon which may be made, conceived or acquired by Kenneth Kensey, John E. Nash and Harold E. Clupper, during the course of our association with VISCO TECHNOLOGIES, INC., and for one year thereafter, in and throughout the United States, its territories and all countries foreign thereto, and in and to said application for Letters Patent and in and to any and all Letters Patent of the United States and all countries foreign thereto which have been granted or may be granted on said invention or any part thereof, or any improvements thereon.

NOW, THEREFORE, IN CONSIDERATION of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, we, Kenneth Kensey, John E. Nash and Harold E. Clupper, by these presents do sell, assign and transfer unto the said VISCO TECHNOLOGIES, INC., our entire right, title and interest in and throughout the United States, its territories and all countries foreign thereto in and to said invention and any improvements thereon which may be made, conceived or acquired by us during the course of our association with the said VISCO TECHNOLOGIES, INC., and for one year thereafter, in and to said application for Letters Patent and any and all Letters Patent and extensions thereof of the United States and countries foreign thereto which have been or may be granted on said invention or any part thereof, or any improvements thereon or on said application, or any divisional, continuing, renewal, reissue, or other application and all international priority rights associated therewith, based in whole or in part thereon, or based upon said invention, or any improvements thereon;

TO BE HELD AND ENJOYED by the said VISCO TECHNOLOGIES, INC. and its legal representatives and assigns to the full ends of the terms for which said Letters Patent, or any of them, have been granted or may be granted as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made; and we do hereby authorize and request the Assistant Commissioner for Patents and Trademarks to issue any and all Letters Patent which may be granted upon the said invention above referred to, or any of them, or upon said invention or any part thereof, or upon any improvements thereon which may be made, conceived or acquired by us during the course of our association with the said company and for one year thereafter,

to said VISCO TECHNOLOGIES, INC., and we hereby agree for ourselves, our heirs, executors and administrators, to execute without further consideration, any further legal documents and any further assignments and any releases, reissues, renewals or other applications for Letters Patent that may be deemed necessary by the Assignee herein named, fully to secure to the said Assignee its interest as aforesaid in and to said invention or any part thereof or any improvements thereon, and in and to said several Letters Patent, or any of them.

We do hereby covenant for ourselves and our legal representatives, and agree with VISCO TECHNOLOGIES, INC., and its legal representatives, that we have granted no license to make or sell the said invention, that prior to the execution of this deed our right, title and interest in the said invention have not been encumbered, that we then had good right and title in and to the invention and that we have not executed and will not execute any instrument in conflict therewith.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this __

5th day of Nov., 1997.



KENNETH KENSEY

COMMONWEALTH OF PENNSYLVANIA :
 COUNTY OF Chester : SS:
 :

Before me personally appeared said KENNETH KENSEY and acknowledged
 the foregoing instrument to be his free act and deed, this 5th day of Nov., 1997.



(SEAL)
 Notary Public

My Commission Expires:

Notarial Seal
 Sandra F Gismarik, Notary Public
 Uwchlar Twp., Chester County
 My Commission Expires Aug. 30, 2001
 Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this ___

5th day of Nov., 1997.

John E. Nash
JOHN E. NASH

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Chester : SS:
:

Before me personally appeared said JOHN E. NASH and acknowledged the foregoing instrument to be his free act and deed, this 5th day of Nov., 1997.

Sandra F. Cizmark (SEAL)
Notary Public

My Commission Expires:

Notarial Seal
Sandra F Cizmark, Notary Public
Uwchlan Twp., Chester County
My Commission Expires Aug. 30, 2001
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal this 5th day of Nov., 1997.

Harold E. Clupper
HAROLD E. CLUPPER

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Chester :

Before me personally appeared said HAROLD E. CLUPPER and acknowledged the foregoing instrument to be his free act and deed, this 5th day of Nov., 1997.

Sandra F. Gismarik (SEAL)
Notary Public

My Commission Expires:

Notarial Seal
Sandra F Gismarik, Notary Public
Uwchlan Twp., Chester County
My Commission Expires Aug. 30, 2001
Member, Pennsylvania Association of Notaries