Docket No.: 45112-073

To the Honorable Commissioner for Patents:

1. Name of Conveying Party(ies):
   Steven M. Bessette; Essam E. Enan

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

2. Name and address of receiving party(ies):
   Name: Ecosmart Technologies, Inc.
   Address: 318 Seaboard Lane, Ste. 202
   Franklin, TN 37067

   Additional name(s) & address(es) attached? □ Yes

3. Nature of Conveyance:
   □ Assignment    □ Merger
   □ Security Agreement    □ Change of Name
   □ Other

   Execution Date: December 21, 2000

4. Application number(s) or patent number(s):
   If the document is being filed together with a new application, the execution date of the application is:
   A. Patent Application No(s).
      09/604,397
   B. Patent No(s).

   Additional numbers attached? □ Yes

5. Name and address of party to whom correspondence concerning document should be mailed:
   Name: MCDERMOTT, WILL & EMMER
   Internal Address:
   Street Address: 600 13th Street, N.W.
   City: Washington  State: DC  Zip: 20005

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) $40.00
   □ Enclosed
   □ Authorized to be charged to deposit account

8. Deposit account number: 500417

   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.

   Wilm F. Gadiano, Reg. No. 37,136
   Name and Registration No. of Person Signing

   Signature  Date: December 21, 2000

   Total number of pages comprising cover sheet: 5

CMB No. 0851-0011 (exp. 4/94)

12/22/2000 09604397 00000070 500417 09604397

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PATENT
REEL: 011386 FRAME: 0535
ASSIGNMENT OF PATENT RIGHTS

WHEREAS, Steven M. Bessette, a citizen of the United States of America presently residing at 873 Nialta Lane, Brentwood, TN 37027 (U.S.A.), and Essam E. Enan, a citizen of the United States of America presently residing at 20205 Wyndchase Circle, Franklin, TN 37067 (U.S.A.) (hereinafter collectively referred to as "Assignors," "we," "they" or "them"), have invented a new and useful Invention entitled, "PESTICIDAL COMPOSITIONS CONTAINING PEPPERMINT OIL," for which they have filed a United States Patent Application on June 27, 2000, having Application Serial No.09/604,397; and

WHEREAS, ECOSMART TECHNOLOGIES, INC., a corporation organized and existing under the laws of Delaware, having a place of business at 318 Seaboard Lane, Ste. 202, Franklin, TN 37067 (U.S.A.) (hereinafter referred to as "Assignee"), is desirous of acquiring, for the United States of America and all countries foreign to the United States of America, the entire right, title and interest in, to and under (1) the Invention, (2) all patent applications that may be filed for the Invention and that may ultimately claim the benefit of priority from the filing date of the above-identified United States Application, and (3) any Letters Patent that may be granted for said Invention, as hereinafter more fully set forth:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the sum of One Dollar ($1.00) to the Assignors in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Invention, and all applications for Letters Patent that may hereafter be filed for said Invention in any country and all Letters Patent that may be granted for said Invention in any country (including, without limitation, all extensions, renewals, reissues, reexaminations and the like thereof and such other forms of protection of industrial property as may be provided by any country), and all rights of priority in any country that are based upon the filing date of the above-identified United States Application and that are created by any law, treaty or international convention; the above transferred right, title and interest to be held and enjoyed by said Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made;

AND THE ASSIGNORS HEREBY authorize and request all appropriate and competent Officials in all countries, whose duty it is to issue or grant Letters Patents on applications as aforesaid, to issue or grant all Letters Patent for said Invention to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND THE ASSIGNORS HEREBY represent and covenant that they have the full right to convey the entire interest herein assigned and that they have not executed, and will not execute, any agreement in conflict herewith;

AND THE ASSIGNORS HEREBY further covenant and agree that, at the request and expense of the Assignee, its successors, legal representatives and assigns, but without demanding further consideration therefor, they will (1) assist in the prosecution of all applications for Letters Patent as herein described and any other applications for Letters Patent that may be made covering said Invention; (2) communicate any and all facts known to him respecting said Invention; (3) testify in any legal proceeding involving said Invention; (4) execute and acknowledge all lawful papers and legal instruments; (5) execute all divisional, continuing, reissue and reexamination applications; (6) make all rightful oaths; and (6) generally do any and every lawful act deemed necessary to aid and cooperate with the Assignee, its successors, legal
representatives and assigns in perfecting and maintaining the entire interest conveyed herein and in obtaining and enforcing proper patent or industrial property protection for said Invention in any country, particularly in cases of opposition, interference and litigation;

AND THE ASSIGNORS HEREBY covenant and agree that the rights and obligations set forth in this instrument shall be binding upon, and inure to the benefit of, their heirs, legal representatives, successors and assigns;

AND THE ASSIGNORS HEREBY grant the Assignee, its successors, legal representatives and assigns, the power to insert on this instrument any further identification that may be necessary or desirable to comply with the recordation rules of any appropriate and competent authority, including, without limitation, the United States Patent and Trademark Office.

AND THE PARTIES HEREBY agree that this Assignment may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the Assignors and Assignee hereunto sets their hands and seals the day and year set opposite their signatures.

BY ASSIGNORS:

Date: 12-21-00

[Signature]

[Name]

WITNESSED BY:

Date: 12-21-00

Date: 12-31-00

State of [State]

County of [County]

This 12th day of [Date], before me personally came the above-named Assignor to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

[Signature]

My Commission expires:

My Commission Expires JAN. 25, 2003
Date: 12/21/10

WITNESSED BY:

Date: ___________  
Date: ___________

State of  

County of  

This ________ day of ________, ________, ________, before me personally came the above-named Assignor, to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

My commission expires:
BY ASSIGNEE:

Date: 12-21-00

ECOSMART TECHNOLOGIES, INC
318 Seaboard Lane, Suite 202
Franklin, Tennessee 37067
U.S.A.

BY:

PRINTED: E. Dobbs Geimostaff

WITNESSED BY:

Date: 12-11-00

Date: 12-21-00

State of Tennessee

County of Williamson

This 21ST day of DECEMBER, 2000, before me personally came the above-named duly authorized representative of Assignee personally known to me as the individual who executed the foregoing Assignment on behalf of the Assignee, who acknowledged to me that he had the authority to execute same for the purposes therein set forth.

My commission expires:

My Commission Expires JAN. 25, 2008