

01-23-2001



FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

101591203

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

1-2-01

# **RECORDATION FORM COVER SHEET PATENTS ONLY**

**TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).**

## Submission Type

☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

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Reel #

Frame #

## Conveyance Type

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

**U.S. Government**

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

## Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

 Execution Date  
Month Day Year

Name (line 1) Ashirus Technologies, Inc.

07-21-98

Name (line 2)

## Second Party

Name (line 1) Reliable Fluids, Inc.

 Execution Date  
Month Day Year

12-22-99

Name (line 2)

## Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Dmitry Volovik

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1) 1764 Montreal Avenue

Address (line 2)

Address (line 3) St. Paul

City

Minnesota

State/Country

55116

Zip Code

## Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

01/18/2001 GTON11 00000112 5540562

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**PATENT**  
**REEL: 011436 FRAME: 0448**

**Correspondent Name and Address**

Area Code and Telephone Number

(612) 340-8933

Name

Gerald E. Helget

Address (line 1)

Rider Bennett Egan & Arundel

Address (line 2)

2000 Metropolitan Centre

Address (line 3)

333 South Seventh Street

Address (line 4)

Minneapolis, MN 55402

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

9

**Application Number(s) or Patent Number(s)**

☐

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)


5,540,562		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:  
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

50-1188

Authorization to charge additional fees:

Yes

☒

No

☐

**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. Charges to deposit account are authorized, as indicated herein.

Gerald E. Helget

Name of Person Signing



Signature

28 Dec 00

Date

## **ASSIGNMENT OF PATENT COLLATERAL**

**WHEREAS, GERSHON GITER**, a citizen of the United States, made certain inventions disclosed and claimed in the United States Letters Patent and Applications for Letters Patent described on Exhibit A attached hereto and made a part hereof (collectively referred to herein as the "Patents"); and

**WHEREAS**, Gershon Giter sold, assigned and transferred his entire right, title and interest in and to the Patents, and the Inventions disclosed and claimed therein and any renewals, reissues, extensions, substitutions and continuations or divisions thereof, including all foreign rights thereunder (collectively, the "Patent Collateral"), to **ASHIRUS TECHNOLOGIES, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Minnesota and having a principal place of business located at 3989 Central Avenue, N.E., Suite 115, Columbia Heights, Minnesota 55421, by various Assignments filed with the United States Patent and Trademark Office as more particularly described on Exhibit A attached hereto; and

**WHEREAS, RELIABLE FLUIDS, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Minnesota and having a principal place of business located at 11345 Highway 7, Suite 512, Minnetonka, Minnesota 55305, is the owner and holder of a lien against and security interest in all right, title and interest of Ashirus Technologies, Inc. in and to, among other things, the Patent Collateral, and the Inventions disclosed and claimed therein; and

**WHEREAS**, Ashirus Technologies, Inc. has defaulted in the payment of the obligations secured by the Patent Collateral; and

**WHEREAS**, Ashirus Technologies, Inc. has agreed, pursuant to a certain Waiver, Separation and Release Agreement dated March 25, 1997 by and among Ashirus Technologies, Inc., Reliable Fluids, Inc. and Gershon Giter, as amended by a Letter Agreement dated July 21, 1998 (as amended, the "Waiver Agreement"), to deliver to Reliable Fluids, Inc. such documents as Reliable Fluids, Inc. may request to facilitate (i) the transfer of the Patent Collateral in connection with a public or private foreclosure sale of, among other things, the Patent Collateral to be conducted by Reliable Fluids, Inc. pursuant to Minn. Stat. Section 336.9-504, or (ii) the retention of the Patent Collateral by Reliable Fluids, Inc.; and

**WHEREAS**, Reliable Fluids, Inc. has requested, pursuant to Section 1(d) of the Waiver Agreement, that Ashirus Technologies, Inc. execute and deliver this Assignment to facilitate the transfer of the Patent Collateral in connection with a private foreclosure sale or the retention of the Patent Collateral by Reliable Fluids, Inc.

**NOW THEREFORE, BE IT KNOWN**, that for good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the entire right, title, and interest of said Ashirus Technologies, Inc. in and to the Patent Collateral is hereby sold, assigned and transferred unto the individual or entity designated as the "Assignee" on an Addendum to



Addendum to Assignment of Patent Collateral

**THIS ADDENDUM TO ASSIGNMENT OF PATENT COLLATERAL** (this "Addendum") is made and executed this 22<sup>nd</sup> day of ~~February~~ <sup>December</sup>, 1999 by **RELIABLE FLUIDS, INC.**, a Minnesota corporation ("Reliable Fluids").

Reference is made to that certain Assignment of Patent Collateral dated July 21, 1998 (the "Assignment") executed by Ashirus Technologies, Inc., a Minnesota corporation ("Ashirus Technologies"), to facilitate (i) the transfer of the Patent Collateral (as defined in the Assignment) in connection with a public or private foreclosure sale to be conducted by Reliable Fluids pursuant to Minn. Stat. Section 336.9-504, or (ii) retention of the Patent Collateral by Reliable Fluids.

The "Assignee" for purposes of the Assignment is **DMITRY VOLOVIK**. If said assignee is an individual or entity other than Reliable Fluids, Inc., this Addendum shall have been executed by Reliable Fluids, Inc. to evidence the assignment and transfer of the Patent Collateral to said assignee by public or private foreclosure sale conducted by Reliable Fluids, Inc. under Minn. Stat. Section 336.9-504.

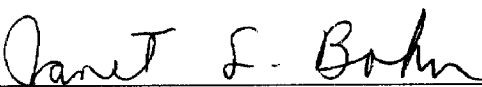
**RELIABLE FLUIDS, INC.,**  
a Minnesota corporation

By   
Its CEO

Signed at COLUMBIA HEIGHTS, Minnesota,  
this 22 day of ~~February~~ <sup>DECEMBER</sup>, 1999.

STATE OF MINNESOTA                    )  
  )ss.  
COUNTY OF HENNEPIN                )

The foregoing instrument was acknowledged before me this 22 day of ~~February~~ <sup>DECEMBER</sup>, 1999 by David Parish, the Chief Executive Officer of **RELIABLE FLUIDS, INC.**, a Minnesota corporation, on behalf of the corporation.

  
Notary Public  
Attorney Ref. No. \_\_\_\_\_



**BILL OF SALE**

**KNOW ALL PERSONS BY THESE PRESENTS**, that the **RELIABLE FLUIDS, INC.**, a Minnesota corporation ("Reliable Fluids"), for good and valuable consideration, to it in hand paid by **DMITRY VOLOVIK** (the "Purchaser"), the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Purchaser, its successors and assigns, forever, by private foreclosure sale conducted under Minn. Stat. Section 336.9-504, the following described goods, chattels and personal property (the "Property"), to wit:

All right, title and interest, if any, of Ashirus Technologies, Inc., a Minnesota corporation ("Ashirus"), in and to the property described on Exhibit A attached hereto and made a part hereof, to the extent either such property is in the possession of Reliable Fluids or the Purchaser as of the date hereof, or the lien of Reliable Fluids in such property is perfected as of the date hereof without possession.

**TO HAVE AND TO HOLD THE SAME**, unto the Purchaser, its successors and assigns, forever.

**THE PURCHASER AND RELIABLE FLUIDS ACKNOWLEDGE AND AGREE THAT THE ABOVE DESCRIBED PROPERTY IS SOLD BY RELIABLE FLUIDS TO THE PURCHASER BY PRIVATE FORECLOSURE SALE CONDUCTED UNDER SECTION 9-504 OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE OF MINNESOTA AND IS SOLD "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY TYPE OR KIND, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO TITLE, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.**

**IN TESTIMONY WHEREOF**, Reliable Fluids has caused these presents to be executed this 22<sup>nd</sup> day of ~~February~~, 1999.

*December*  
*DJH*

**RELIABLE FLUIDS, INC.**, a Minnesota corporation

By  
Its

*[Signature]*  
CEO

Acknowledged and agreed to this 22 day of ~~February~~, 1999

*December*  
*DV*

*[Signature]*  
DMITRY VOLOVIK

## **EXHIBIT A**

The following property of Ashirus:

All inventory of Ashirus and all returns of such inventory, and all warehouse receipts, bills of lading and other documents of title covering such inventory;

All equipment, personal property and fixtures of Ashirus, together with all accessions, accessories, attachments, fittings, increases, parts, repairs, returns, renewals and substitutions of all or any part thereof, and all warehouse receipts, bills of lading and other documents of title covering such equipment;

All of Ashirus' other personal property (excluding, however, accounts receivable and non-assignable general intangibles, such as license agreements), and all substitutions and replacements for and all products and proceeds of the foregoing property, including, without limitation, all instruments, chattel paper, other rights to payment, money, insurance proceeds and general intangibles (excluding, however, all non-assignable general intangibles, such as license agreements), goodwill, going concern value and other intangibles related to the foregoing property and the proceeds of any disposition thereof, and all refunds of insurance premiums due or to become due under all insurance policies covering the foregoing property;

together with all substitutions and replacements for and products of any of the foregoing property, all proceeds of any and all of the foregoing property; together with all (i) accessions, and all accessories, attachments, parts, equipment, and repairs attached or affixed to or used in connection with any such goods, and (ii) warehouse receipts, bills of lading, and other documents of title covering such Collateral.