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PATENT

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2-17-01

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 # Frame #

☒ Corrective Document
Reel # 7874 Frame # 0557

Conveyance Type

☐ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☒ Other Purchase Agreement with
U.S. Government Royalties
(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
 05 06 91

Name (line 1) Site Reclamation Services

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

5143626

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Sludge Drying Systems, Inc.

Name (line 2)

Address (line 1) Post Office Box 4809

Address (line 2)

Address (line 3) Lafayette

City

LA

State/Country

70502

Zip Code

☐ 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.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name Hille Dominique

Address (line 1) 111 Philip Avenue

Address (line 2)

Address (line 3)

Address (line 4) Lafayette, LA 70503

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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

PATENT

REEL: 011511 FRAME: 0826

Correspondent Name and Address

Area Code and Telephone Number **337 233 0300**

Name **William W. Stagg**

Address (line 1) **Post Office Box 51308**

Address (line 2)

Address (line 3)

Address (line 4) **Lafayette, LA 70503**

Pages

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

6

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)

5,143,626		

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.

1

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:

#

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.

William W. Stagg

Name of Person Signing

Signature

Date

2/06/2001

PURCHASE AGREEMENT WITH ROYALTIES

AGREEMENT made and entered into this 6th day of May, 1991, by and between SLUDGE DRYING SYSTEMS, INC. a Louisiana corporation having its principal office at 1120-B Grand Anse Hwy., Breaux Bridge, Louisiana 70517 (hereinafter called the Purchaser), and SITE RECLAMATION SERVICES, INC. a Louisiana corporation having its principal office at 1120-B Grand Anse Hwy., Breaux Bridge, Louisiana 70517, (hereinafter called the Seller), and

Whereas, the Seller represents that he is the sole owner by virtue of an assignment by the inventor, James E. Nugent, of the entire right, title and interest in and to application for United States Letters Patent, Serial No. 07/522,784, filed 07/10/90 in the name of James E. Nugent for "Sludge Dehydrater", and the invention described therein (hereafter the "Invention"), and

Whereas, the Purchaser desires to purchase the absolute interest in the Invention, any patents subsequently granted and all improvements in the Invention, including all rights, foreign or domestic, which Seller has or may have,

It is therefore agreed:

1. Sale.

The Seller hereby sells, assigns, transfers and sets over to the Purchaser, its entire right, title and interest in, to and under the Invention, any patent subsequently granted and all improvements thereon that it has heretofore made or may hereafter make, and any and all letters patent that have been or may hereafter be granted therefor in the United States of America and in all foreign countries where the Purchaser shall elect to secure patent protection.

The Purchaser does hereby purchase the absolute interest in the Invention, any patents subsequently granted and all improvements, in the Invention including all rights foreign or domestic, that Seller has or may have for the following consideration:

a) A cash payment of \$22,000.00, receipt of which is hereby acknowledged, and

b) A limited royalty of two (2%) percent of the gross revenue derived by Purchaser, whether by sale, lease or otherwise, from the Invention, any subsequently granted patents or any improvements in the Invention or from any competing device or invention owned and marketed by purchaser until such time as the royalty payments equal the maximum sum of \$228,000.00. Purchaser's obligation to pay

royalties shall cease when seller receives a maximum total royalty of \$228,000.00. Purchaser's obligation to make royalty payments under this purchase agreement is conditioned upon Purchaser's receipt of revenue derived from the Invention or from Purchaser's competing devices and Inventions.

2. *Payment.*

a) Upon execution of this agreement by the parties the sum of \$22,000.00 cash shall be paid to the Seller. At the time of this cash payment the Seller shall execute all necessary documents required under the terms of this agreement to transfer ownership and title of the Invention to Purchaser.

b) The royalty payments shall be made to Seller by Purchaser by the last day of the month in which revenues covered by this agreement and upon which a royalty is owed are received by Purchaser.

c) Purchaser shall not be liable for royalties on revenues received by Purchaser but returned to Purchaser's customers for credit and Purchaser shall have the right to deduct the amounts of any such royalties already paid from the amount of the royalties that may subsequently accrue.

d) Purchaser shall keep proper books of account with respect to the revenues subject to this agreement and Purchaser shall provide to Seller at the time the royalty payments are made an itemized statement setting forth the amount of revenue received, where the funds were derived and the amount of royalties payable to Seller.

e) Purchaser shall, when requested by Seller to do so, verify the royalty statements by affidavit and permit Seller, through a certified public accountant, to inspect such books of account and make extracts from them at reasonable times.

f) Seller shall provide Purchaser with sixty (60) days written notice if the royalty payments made do not agree with the specified royalty agreement. Purchaser may, after receipt of such notice, correct any alleged breach of this agreement by making good the deficiency prior to the expiration of the said period of sixty (60) days.

g) Purchaser's obligation to provide statements to Seller and to make an accounting for revenues and the payment of royalties is conditioned upon sales and shall cease when the total royalty payments equal a sum of \$228,000.00.

h) Purchaser shall also have the option to pay to the Inventor, at any time during the existence of this agreement, in

lieu of further royalties, a cash payment of \$250,000.00 less all cash and royalty amounts paid prior to making such payment, and such payment shall relieve the Purchaser of all further obligations to the Seller.

3) Warranties.

a) The Seller covenants that it is the sole and exclusive owner of the Invention, and that it has full right to enter into this agreement.

b) Marion Fisette, appearing herein on behalf of the Seller as President, and Herschel Branch, appearing herein on behalf of the Seller as Secretary/Treasurer covenant that they hold those offices on behalf of the Seller and as such have the authority to execute this agreement on behalf of Seller.

4) Cooperation.

Seller shall execute all papers that may be necessary or desirable to enable Purchaser or its nominee or nominees to file and prosecute applications for letters patent in all countries in which Purchaser shall elect or be able to secure patent protection for said inventions, modifications and improvements, and shall also execute all papers that may be necessary or desirable to vest in the Purchaser or its nominees the entire right, title and interest in, to and under the aforesaid inventions, modifications and improvements and the letters patent that have issued or may issue thereon in all countries in which Purchaser elects to secure patent protection.

5) Termination.

a) Purchaser shall have the right, at any time, provided it is not in default hereunder, to terminate this agreement by giving sixty (60) days' written notice to Seller and, at the expiration of said period of sixty (60) days, provided all royalties and other amounts then due hereunder shall have been paid and Purchaser shall have reassigned to Seller all patents and applications previously assigned by Seller to Purchaser or its nominees, this agreement shall come to an end and all rights and obligations of the Purchaser hereunder shall cease, but monies paid to the Seller shall not be refunded.

b) In case of the termination of this agreement, for any cause whatsoever, all rights and obligations of the parties hereunder shall cease, the parties shall be returned to their original position, and their original rights of prosecution and defense of infringement suits shall be restored.

6) Notice.

Any notice of payment required under this agreement shall be addressed as follows:

Site Reclamation Services, Inc.
Attn: Marion Fisette, President
1120-B Grand Anse Hwy.
Breaux Bridge, Louisiana 70517

Sludge Drying Systems, Inc.
Attn: James E. Nugent, President
1001 W. Pinhook Road, Suite 105
Lafayette, Louisiana 70503

7) Benefit.

This agreement and the covenants herein contained shall be binding upon, and inure to the benefit of, the heirs, executors, administrators, successors and assigns of the parties hereto.

Attest:

SELLER:
SITE RECLAMATION SERVICES, INC.

H.R. Branch
Secretary, Site Reclamation
Services, Inc.

BY: Marion Fisette
Marion Fisette, President

Attest:

PURCHASER:
SLUDGE DRYING SYSTEMS, INC.

Timothy S. Nugent
Secretary, Sludge Drying
Systems, Inc.

BY: James E. Nugent
James E. Nugent, President

WITNESSES:

Stephanie Culotte
Shelley B. Maw

UNANIMOUS CONSENT OF THE
BOARD OF DIRECTORS OF
SITE RECLAMATION SERVICES, INC.

The undersigned, being all of the Directors of SITE RECLAMATION SERVICES, INC., a Louisiana Corporation, and acting herein by unanimous consent as permitted by Section 81 C(9) of the Louisiana Business Corporations law, hereby adopts the following corporation resolution:

BE IT RESOLVED that President, Marion Fisette, is hereby authorized to execute any and all deeds and contracts of any kind or nature on behalf of said Corporation, including but not limited to, sales, mortgages, exchanges, Acts of Dedication, contracts for the purchase and sale of realty or other corporate assets, or any kind of contract, promissory note, collateral mortgage note and any and all kinds of evidence of indebtedness and securing the same by pledges, mortgages or any other security devices of any kind or nature for any such amount and containing such terms and conditions as he, in his sole discretion, shall deem appropriate.

BE IT FURTHER RESOLVED that President, Marion Fisette, is hereby authorized to sell, assign and transfer all of the rights that said Corporation has or may have in and to the application for United States Letters Patent, Serial No. 07/552,784, filed 07/10/90 in the name of James E. Nugent for "Sludge Dehydrater" for any such amount and for such terms and conditions as he, in his sole discretion, shall deem appropriate.

This unanimous consent is dated this 6th day of May,

1991.

Marion Fisette

H. R. Branch

sm/a:consent

UNANIMOUS CONSENT OF THE
BOARD OF DIRECTORS OF
SITE RECLAMATION SERVICES, INC.

The undersigned, being all of the Directors of SITE RECLAMATION SERVICES, INC., a Louisiana Corporation, and acting herein by unanimous consent as permitted by Section 81 C(9) of the Louisiana Business Corporations law, hereby adopt by unanimous written consent the following resolutions:

BE IT RESOLVED, that Herschel Branch, be appointed as Secretary/Treasurer of the Corporation as of the date of this unanimous consent and he is hereby authorized to execute on behalf of the Corporation any and all documents which he deems reasonably necessary to fulfill the purposes of that office and this Resolution.

This unanimous consent is dated this 6th day of may 1991,
1991.

H. R. Branch

Marion Fierito

sm/a:consent.1