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PATENT ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiently and adequacy of which are hereby acknowledged, the undersigned ("Assignor") does hereby:

SELL, ASSIGN AND TRANSFER to WILLIAM J. DE GROOT ("Assignee"), 1 Cedar Lawn S, Galveston, Texas 77551, all my entire right, title and interest of JOSEPH B. DE GROOT, for the United States and all foreign countries in and to U.S. Patents 4.893.635 and 4.766.907 including:

- 1. All original and reissued patents which have been or may subsequently be issued in the United States or in any foreign country on such improvements; divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or may be subsequently filed, in the United States and/or in any and all other countries, on any of such improvements;
- 2. and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such patents in the United States;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT that, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will:

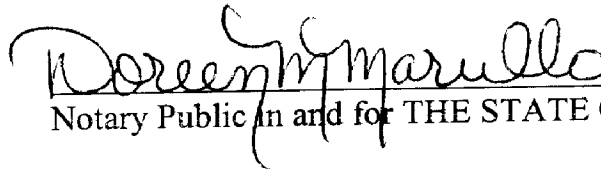
- a) execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements;
- b) execute all rightful oaths, declarations, assignments, powers of attorney and other papers;
- c) communicate to the ASSIGNEE all facts known to the undersigned relating to such improvements and the history thereof; and
- d) generally do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for such improvements;

This assignment is binding upon the heirs, assigns, representatives and successors of the undersigned and shall extend to and in favor of the heirs, assigns and legal representatives of the ASSIGNEE.


JOSEPH B. DE GROOT, Assignor

STATE OF NEW YORK
COUNTY OF SUFFOLK

BEFORE ME, the undersigned authority, on this 9th day of December, 2000, personally appeared JOSEPH B. DE GROOT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his free will for the purposes and consideration therein expressed.


Notary Public in and for THE STATE OF N.Y.

(3)

DOREEN M. MARULLO
NOTARY PUBLIC, State of New York
No. 01MA5015094
Qualified in Suffolk County
Commission Expires July 12, 2001

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