

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

05-16-2001



101688420

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

MRD 2.5.01

**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 #

Frame #



Corrective Document

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

Name (line 1)

Agnitec, Inc.

Execution Date

Month Day Year

05 01 2000

Name (line 2)

**Second Party**

Name (line 1)

Execution Date

Month Day Year

Name (line 2)

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1)

enviroGuard, Inc.



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)

3644 Westchase Drive

Address (line 2)

Address (line 3)

Houston

City

TX/US

State/Country

77042

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**

05/16/2001 GTON11 00000165 181059 4645605

01 FC:581 80.00 CH

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 Practices. 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: 011571 FRAME: 0981**

Agritec, Inc. to enviroGuard, Inc.

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

Page 2

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

Area Code and Telephone Number 713-626-8646

Name James F. Weiler

Address (line 1) One Riverway, Suite 1560

Address (line 2) Houston, TX 77056

Address (line 3)

Address (line 4)

**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)

4,645,605

4,460,292

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.

# 2

**Fee Amount**

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

\$40

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:

# 18-1059

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.

James F. Weiler

Name of Person Signing

Signature

January 31, 2001

Date

Assignment

This Assignment made and entered into is effective as of May 1, 2000 by and between Agritec, Inc., a Texas corporation, 1301 McKinney Street, Houston, Texas 77010 (hereinafter referred to as "Agritec"), and enviroGuard, Inc., a Delaware corporation, 3644 Westchase Drive, Houston, Texas 77042 (hereinafter referred to as "enviroGuard"); and

WHEREAS, Agritec has patent rights as set forth on Exhibit A attached hereto relating to and covering certain products of enviroGuard (hereinafter referred to as "Agritec Patent Rights"); and

WHEREAS, enviroGuard has certain patent rights relating to and covering products of Agritec as set forth on Exhibit B attached hereto (hereinafter referred to as "enviroGuard Patent Rights"); and

WHEREAS, Agritec desires to acquire all right, title, and interest in and to the enviroGuard Patent Rights; and enviroGuard desires to acquire all right, title, and interest in and to the Agritec Patent Rights.

NOW, THEREFORE, Agritec, for and in consideration of the assignment and transfer of the enviroGuard Patent Rights to it does hereby sell, assign, transfer, set over and convey unto enviroGuard all of its right, title and interest throughout the world in and to the Agritec Patent Rights, including inventions, improvements, patents, and patent applications set forth on Exhibit A attached hereto; including all substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the

like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present, and future laws or statutes; all rights of action on account of past, present, and future unauthorized use of said inventions and for infringement of said patents and like protection; the right of enviroGuard to file in its name applications for patents and like protection for said inventions in any countries foreign to the United States; all international rights or priority associated with said inventions, applications, and like protection; and all technical information, improvements, trade secrets and know-how whether patented or not pertaining to said inventions.

NOW, THEREFORE, enviroGuard, for and in consideration of the assignment and transfer of the Agritec Patent Rights to it does hereby sell, assign, transfer, set over and convey unto Agritec all of its right, title and interest throughout the world in and to the enviroGuard Patent Rights, including inventions, improvements, patents, and patent applications set forth on Exhibit B attached hereto; including all substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present, and future laws or statutes; all rights of action on account of past, present, and future unauthorized use of said inventions and for infringement of said patents and like protection; the right of Agritec to file in its name applications for patents and like protection for said

inventions in any countries foreign to the United States; all international rights or priority associated with said inventions, applications, and like protection; and all technical information, improvements, trade secrets and know-how whether patented or not pertaining to said inventions.

Agritec covenants that Agritec, its legal representatives, assigns, will, at the expense of enviroGuard, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give enviroGuard, its successors and assigns, the full benefit of this Assignment.

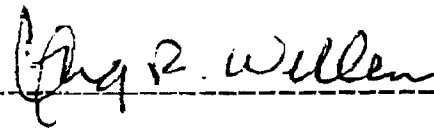
enviroGuard covenants that enviroGuard, its legal representatives, assigns, will, at the expense of Agritec, its successors and assigns, execute all papers and perform such other acts as may be reasonably to give Agritec, its successors and assigns, the full benefit of this Assignment.

This Assignment shall be binding on and shall inure to the benefit of the parties hereto and their respective assigns.

Executed on this 1 day of May,  
2000.

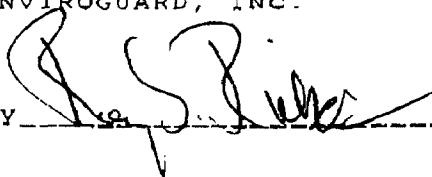
AGRITEC, INC.

By



ENVIROGUARD, INC.

By

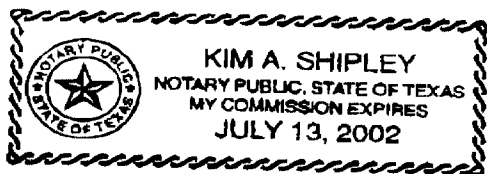


State of Texas )

County of Harris )

On this 1st day of May, 2000,  
before me, Kim A. Shipley, the undersigned officer,  
personally appeared, Gregory R. Weller, who acknowledged  
himself to be President of Agritec, Inc., and  
that he, as such President, being authorized so to do,  
executed the foregoing instrument for the purposes therein  
contained.

In witness whereof I hereunto set my hand and  
official seal.



Kim A. Shipley  
Notary Public in and for the  
State of Texas

State of Texas )

County of Harris )

On this 1st day of May, 2000,  
before me, Evelyn M. Welborn the undersigned officer,  
personally appeared, Roy S. Richer, who acknowledged  
himself to be PRESIDENT of enviroGuard, Inc.,  
and that he, as such PRESIDENT, being authorized so to  
do, executed the foregoing instrument for the purposes therein  
contained.

In witness whereof I hereunto set my hand and  
official seal.

Evelyn M. Welborn  
Notary Public in and for the  
State of Texas

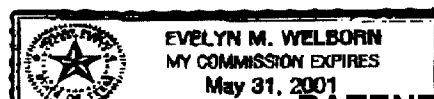


EXHIBIT APatents

1. Patent No. 4,645,605 granted February 24, 1987  
(Serial No. 630,482 filed July 13, 1984)  
Inventor: Robert L. Durham  
"Filtration with Biogenetic Silica"
  
2. Patent No. 4,460,292 granted July 17, 1984  
(Serial No. 398,503 filed July 15, 1982)  
Inventors: Robert L. Durham, Carl. R. Henderson,  
Richard C. Allison II  
"Process for Containment of Liquids as Solids or  
Semisolids"

EXHIBIT BPatents

1. Patent No. 5,833,940 granted November 10, 1998  
(Serial No. 842,915 filed February 27, 1992)  
Inventors: Roy S. Rieber, William A. Mallow, Jesse R.  
Conner  
"Production of Soluble Silicates from Biogenetic  
Silica" (parent)

Applications

1. U.S. Serial No. 09/139,236 filed August 25, 1998  
Inventors: Roy S. Rieber, William A. Mallow, Jesse R.  
Conner  
"Production of Soluble Silicates from Biogenetic  
Silica" (divisional)