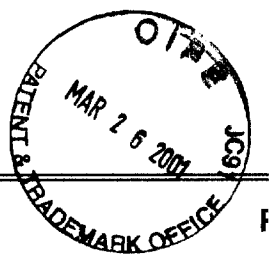


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04-02-2001



101654889

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copies thereof.

1. Name(s) of conveying party(ies):

1) Jan Andersson and AB Bejaro-Product

2. Name(s) and Address(es) of receiving party(ies):

Halotron, Inc.  
3770 Howard Hughes Parkway, Suite 300  
Las Vegas, Nevada 89109

3. Nature of conveyance: of Assignment

Execution Date: February 26, 1992 (execution date on page 1 of Assignment)

4A. Patent Application No.(s): 09/301,453

Application File Date: April 29, 1999

4B. Patent No.(s):

5. Name and Address of Party to whom correspondence regarding this document should be mailed:

SMITH, GAMBRELL & RUSSELL, LLP  
Intellectual Property Group  
1850 M Street N.W. (Suite 800)  
Washington, DC 20036

202 659-2811

6. Total number of applications and patents involved : one

7. Total fee: \$40.00.

(Enclosed. Please charge any deficiency or refund any excess to counsel's deposit account.)

8. Deposit account no.: 02-4300

DO NOT USE THIS SPACE

9. 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.

Name of Person Signing: Michael K. Carrier Reg. No. 42,391

Signature:

Date: March 26, 2001

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ASSIGNMENT

This Assignment made and entered into, and having its effective date as of this 26th day of February, 1992, by and between Jan Andersson, an individual, residing at Lokalvägen 11, S-240 21 Löddeköpinge, Sweden ("ANDERSSON"), AB Bejaro-Product, a Swedish corporation, having principal offices at Lokalvägen 11, S-240 21 Löddeköpinge, Sweden ("BEJARO"), and Halotron, Inc., a corporation organized under the laws of the State of Nevada, and having its principal place of business at 3770 Howard Hughes Parkway, Suite 300, Las Vegas, Nevada 89109 ("the COMPANY").

WITNESSETH

WHEREAS, ANDERSSON and BEJARO represent that ANDERSSON is the sole inventor of a product and its manufacturing and application processes generally known as "HALOTRON", a product intended to act as a general replacement for halon fire suppression agents, as well as the inventor, and originator, of certain processes to acquire, reclaim, store and distribute halons, as well as certain proprietary and trade secret information and know-how related to both "HALOTRON" and the aforesaid processes (all of which is hereinafter referred to collectively as the "INVENTION");

WHEREAS, BEJARO and ANDERSSON represent that ANDERSSON and BEJARO are the sole owners of the entire right, title and interest in and to the above-referenced INVENTION;

WHEREAS, ANDERSSON and BEJARO represent that Kjell Eriksson, an individual formerly associated with ANDERSSON and BEJARO, has no right, title or interest in the INVENTION, nor any proprietary rights associated therein or based thereon, nor in the tradename or trademark "HALOTRON";

WHEREAS, ANDERSSON and BEJARO represent that they are the sole owners of the entire right, title and interest in and to the tradename and trademark HALOTRON, as well as the goodwill of the business associated therewith;

WHEREAS, ANDERSSON and BEJARO desire to assign all right, title and interest in and to the above-identified INVENTION and in and to the above-identified tradename and trademark HALOTRON (along with the goodwill of the business associated therewith) to the COMPANY; and

WHEREAS, the COMPANY is desirous of acquiring all right, title and interest in and to the INVENTION and in and to the tradename and trademark HALOTRON, the same to include, without limitation, all right, title and interest in and to any patentable or unpatentable portion of the INVENTION, including, without limitation, in and to the products and/or the aforesaid processes, as well as full and complete ownership of and in and to any know-how,

trade secrets, or proprietary information related thereto (all of which is collectively referred to as the INVENTION), as well as in and to the goodwill associated with the tradename and trademark HALOTRON.

NOW, THEREFORE, the parties hereto agree as follows:

I. ASSIGNMENT OF RIGHTS.

A. The Invention.

1. ANDERSSON and BEJARO having sold, assigned and transferred, and by these presents do hereby sell, assign and transfer to the COMPANY, the entire right, title and interest in and to the INVENTION in the United States, its territorial possessions, and in all foreign countries, as well as the entire right, title and interest in and to any and all Letters Patent which may be granted therefore in the United States and its territorial possessions, and in any and all foreign countries, and in and to any and all divisions, reissues, continuations and extensions thereof; as well as in and to all know-how, proprietary information and trade secrets related to the INVENTION.

2. ANDERSSON and BEJARO hereby sell, assign and transfer and by these presents do hereby sell, assign and transfer to the COMPANY all rights to any past damages accrued by third parties from the first date of accrual of such damages until the present arising from any unauthorized manufacture, use, sale, exposure and/or other practice of the INVENTION, as well as to any and all future and prospective damages that may occur therefrom.

3. ANDERSSON and BEJARO further agree that they will communicate to the COMPANY or its representatives, any facts known to them respecting the said INVENTION and, at the COMPANY'S expense, will testify in any legal proceedings, sign all lawful papers, execute all divisions, continuations, substitutions, renewal and/or reissue applications, execute all necessary assignment papers to cause any and all of said letters patent to be issued to the COMPANY, make all rightful oaths, and in general do everything necessary or desirable to aid the COMPANY, its successors and assigns, for reasonable compensation from this date on to obtain and enforce proper protection for said INVENTION in the United States and in any and all foreign countries.

B. The Trademarks and Tradenames.

1. ANDERSSON and BEJARO having sold, assigned and transferred and by these presents, do hereby sell, assign and transfer to the COMPANY the entire right, title and interest in and to the aforesaid tradename HALOTRON and the aforesaid trademark HALOTRON, along with the goodwill of the business associated with each of said tradename and trademark in the United States and its territorial possessions and in all foreign countries, as well as the entire right, title and interest in and to any and all

letters registration or applications therefore which may have been filed for or granted therefore in the United States and its territorial possessions and in any and all foreign countries.

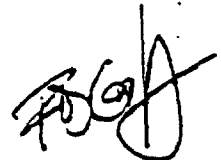
2. ANDERSSON and BEJARO hereby sell, assign and transfer by these presents do hereby sell, assign and transfer to the COMPANY all rights to any past damages accrued by third parties from the first date of accrual of such damages until the present arising from any unauthorized use of the aforesaid tradename or trademark HALOTRON, as well as to any and all future and prospective damages that may occur therefrom.

3. ANDERSSON and BEJARO further agree that they will communicate to the COMPANY or its representatives, any facts known to them respecting the aforesaid tradename or trademark HALOTRON and, at the COMPANY'S expense, will testify in any legal proceedings, sign all lawful papers, execute all applications and all necessary assignment papers to cause the aforesaid tradename or trademark HALOTRON to become duly or legally registered to the COMPANY, make all rightful oaths, and, in general, do everything necessary or desirable to aid the COMPANY, its successors and assigns, for reasonable compensation, from this date on, to obtain and enforce proper protection for the aforesaid tradename or trademark HALOTRON in the United States and in any and all foreign countries.

## II. WARRANTIES AND REPRESENTATIONS.

A. ANDERSSON and BEJARO each warrant and represent that:

1. ANDERSSON is the sole Inventor of the INVENTION.
2. ANDERSSON and BEJARO are the sole and exclusive owners of all right, title and interest in the INVENTION and all proprietary rights therein or based thereon as defined above.
3. ANDERSSON and BEJARO have not granted any licenses or rights to third parties in the INVENTION or any proprietary rights therein or based thereon.
4. ANDERSSON and BEJARO know of no statutory bar or prior art which would prevent the INVENTION from being the subject of one or more United States or foreign Letters Patent.
5. ANDERSSON and BEJARO have the requisite right and authority to grant rights and assignments under this Agreement and to perform all obligations as set forth herein.



6. ANDERSSON and BEJARO represent that they are the sole and exclusive owners of the tradename HALOTRON and the trademark HALOTRON, as well as the goodwill of the business associated therewith.

7. ANDERSSON and BEJARO have not granted any licenses or rights to third parties in the aforesaid trademark or tradename HALOTRON or any rights associated therewith along with the goodwill of the business.

8. ANDERSSON and BEJARO know of no infringement of anyone else's trademark or tradename should the COMPANY adopt and use in commerce anywhere in the world the tradename or trademark HALOTRON.

9. ANDERSSON and BEJARO have the requisite right and authority to grant the rights and the assignments regarding the tradename and trademark HALOTRON as set forth herein.

### III. RECOGNITION OF RECEIPT OF CONSIDERATION UNDER OPTION AGREEMENT.

ANDERSSON and BEJARO hereby specifically state that they have received all remuneration and consideration due them under the Option Agreement dated August 30, 1991, and that this Assignment is in furtherance of the execution of the COMPANY'S option rights under that Agreement, that such option has been executed properly and fully by the COMPANY, and that all consideration due and payable thereunder has been paid by the COMPANY.

### IV. DELIVERY UP OF ALL DOCUMENTS.

Upon execution of this Assignment, ANDERSSON and BEJARO agree to deliver up to the COMPANY all patent applications, patent files, INVENTION disclosures, and any and all documents related to the INVENTION, as well as to deliver up all pending or issued trademark applications and files related to the tradename or trademark HALOTRON.

### V. OBTENTION AND ENFORCEMENT OF THE INDUSTRIAL PROPERTY RIGHTS.

#### A. Patent Rights.

The COMPANY upon the execution of this Assignment, shall have the sole and exclusive right and control over all future decisions as to how, where, when, and if to file patent applications related to the INVENTION or any portion thereof, as well as the sole and exclusive right to control any decisions made during the preparation and prosecution of such patent applications, whether previously filed or filed after the execution of this Assignment, including the sole and exclusive right to abandon such applications, or continue their prosecution, or to

allow them to issue or not to issue as patents, and the sole and exclusive right to enforce any patent rights, know-how rights, trade secret rights of whatever kind related to the INVENTION.

B. Industrial Property Rights Other Than Patent Rights.

The COMPANY, upon the execution of this Assignment, shall have sole and exclusive control over all future decisions as to how, where, when, and if to file, prosecute, abandon and/or allow to issue any tradename and/or trademark applications related to the tradename and trademark HALOTRON, as well as sole and exclusive control over decisions made during their preparation and prosecution of any such tradename and/or trademark applications, and the sole and exclusive right to enforce any tradename/trademark rights know-how rights, trade secret rights of whatever kind covered by this Assignment, as well as the right to any past or future damages in relation thereto.

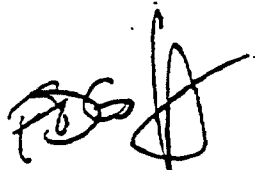
VI. ROYALTY DUE.

A. In consideration of the above Assignment, the COMPANY shall pay to ANDERSSON, individually, the sum of five percent (5%) of the net sales of any product covered by the INVENTION and sold by the COMPANY, for a period of fifteen (15) years from the date of this Assignment. Upon the expiration of the fifteen year period, no further royalties or any other remunerations shall be due and owing ANDERSSON.

B. During the aforesaid fifteen year period, the COMPANY shall forward to ANDERSSON at the address set forth at the end of this Assignment, within twenty days of the end of each quarter, a statement in writing accompanied by a remittance of the royalty earned upon all products covered by this Assignment during the previous quarter, said statements showing the number and type of articles covered by this Assignment sold by the COMPANY and/or any affiliated company thereof, and/or sold by any licensee or sublicensee of the COMPANY.

C. Acceptance of the statements and royalty payments submitted by the COMPANY in accordance with this Assignment, shall not bind ANDERSSON to the amount due and payable under this Assignment.

D. The COMPANY shall keep complete and accurate books and records wherein shall be entered full and accurate particulars of all matters, transactions, and things as are usually entered into books of account by persons engaged in similar business, including any and all matters, transactions, and things necessary in order to calculate any and all royalty payments due under this Assignment, and such books and records together with all letters, bills, and papers and other documents relating to said business shall be kept at the office of the COMPANY, and ANDERSSON, or their designated representatives shall have the right at reasonable times and during ordinary business hours to inspect the records of the COMPANY at the latter's place of business, at the expense of ANDERSSON.

A handwritten signature, possibly reading "P. S. D.", is written in dark ink in the bottom right corner of the page.

E. Should any discrepancy be found in the books and records such that ANDERSSON believes that he has a right to payments beyond those actually made, he shall notify the COMPANY, which shall have thirty days from the date of receipt of notification to make good upon said deficit payments or to present in writing the reasons why the COMPANY believes there are no deficiencies in payments.

F. Failure to make payments under this Assignment shall not effect the irrevocable assignment of rights herein granted, in any way, manner, shape or form, nor shall there be any reversion of right due to any breach of this Agreement by the COMPANY; ANDERSSON'S sole remedy in this regard is limited exclusively to compensatory damages. However, should any dispute arise, including disputes over the amount of royalties due and owing, and the parties finding that they cannot negotiate their differences, any party may request that the issue be submitted to arbitration, and such arbitration shall commence in accordance with the Rules of the American Arbitration Association, and shall be final and binding upon the parties.

G. Royalties shall be paid regardless of the patentability or unpatentability of the products covered by this Assignment. In this respect, the payment of royalties is exclusive of, and not dependent upon, the expiration, termination, abandonment, or issuance of any patent rights granted or assigned hereunder.

H. The term "net sales" shall mean the total invoiced sales of any product covered under this Assignment less returns, discounts, and allowances.

## VII. TRANSFER OF ASSIGNMENT AND OBLIGATIONS.

A. This assignment shall be binding upon the executors, administrators, successors, trustees, legal representatives and assigns of both parties hereto.

B. Each party shall have the right to transfer its rights in this Assignment and to assign this Assignment without the approval of the other.

## VIII. MISCELLANEOUS.

### A. Notice.

Any notice, payment or statement required by this Assignment shall be sent by registered mail and addressed as follows:

(1) ANDERSSON and BEJARO:

Lokalvägen 11  
S-240 21 Löddeköpinge  
Sweden

(2) the COMPANY

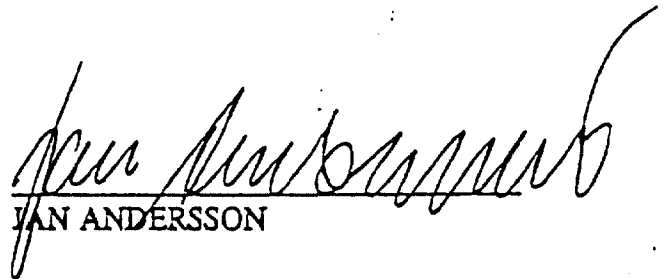
3770 Howard Hughes Parkway, Suite 300  
Las Vegas, Nevada 89109

B. This Assignment has been entered into in the State of Nevada, and its validity and interpretation shall be governed by and in accordance with the laws of the State of Nevada.

C. This Assignment constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, between the parties. No modification or claimed waiver of any of the provisions hereof shall be valid unless in writing and signed by the duly authorized representative of the party against whom such modification or waiver is sought to be enforced.

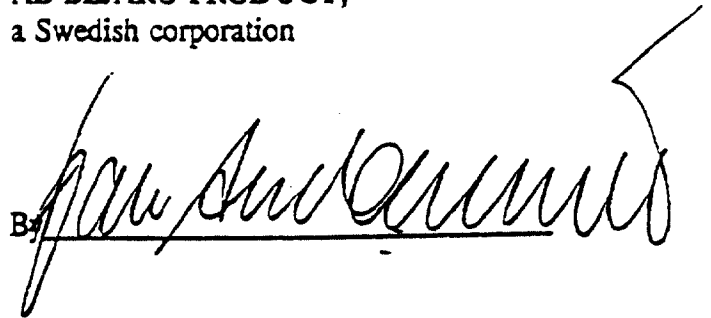
IN WITNESS WHEREOF, the parties have executed this Assignment:

\_\_\_\_\_  
WITNESS

  
IAN ANDERSSON

AB BEJARO-PRODUCT,  
a Swedish corporation

\_\_\_\_\_  
WITNESS

By 

HALOTRON, INC.,  
a Nevada corporation

\_\_\_\_\_  
WITNESS

By 