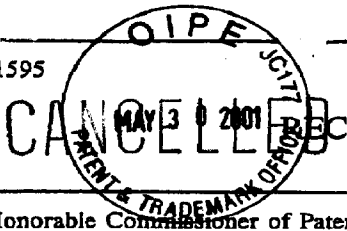


06-04-2001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101708004

3 1999
Attorney's Docket No. 016499-377

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

1. Name of conveying party(ies): MDP
David Burgener 10-27-97

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other: _____

Execution Date: October 16, 1997

2. Name and address of receiving party(ies):
 Name: Air Liquide America Corp.
 Address: 2700 Post Oak Boulevard
Houston
TEXAS 77056

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 08-958186

If this document is being filed together with a new application, the execution date of the application is: October 16, 1997

A. Patent Application No.(s)
Unassigned

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: E. Joseph Gess

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.
Post Office Box 1404
Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed 40E
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:
02-4800

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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.

Cindy A. Cherichetti, Reg. No. 38,699
Name of Person Signing

Cindy A. Cherichetti
Signature

10/24/97
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

ASSIGNMENT (SOLE)

THIS ASSIGNMENT, by DAVID BURGNER (hereinafter referred to as "the Assignor"), residing at 274 CLAREMONT ST., ELMHURST, ILLINOIS, witnesseth:

WHEREAS, the Assignor has invented certain new and useful improvements in SOLID PHASE LATENT HEAT VAPOR EXTRACTION AND RECOVERY SYSTEM FOR LIQUIFIED GASES set forth in an application for Letters Patent of the United States, [X] having an oath or declaration executed on even date herewith; [] bearing Application No. and filed on ; and

WHEREAS, AIR LIQUID AMERICA CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business at 2700 POST OAK BOULEVARD, HOUSTON, TEXAS 77056 (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions and application for Letters Patent above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby authorizes and requests the attorneys of Burns, Doane, Swecker & Mathis of Alexandria, Virginia, to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to the Assignee, as the Assignee of said inventions and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date October 16, 1997 Name of Assignor David Burgener
DAVID BURGENER