

04-30-2001

CORDATION FORM COVER SHEET  
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101693608

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

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

4.17.01

WDIC, L.L.C. (Formerly known as Marpax Corporation, which was doing business as "The Ink Company")

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Know-How and Patent Assignment

Execution Date: October 24, 2000

## 2. Name and address of receiving party(ies)

Name: Envirecycle Ink Recovery, Ltd.

Internal Address:

APR 17 2001

Street Address: 610 Kasota Ave.

City: Minneapolis State: MN ZIP: 55414

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

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

04/27/2001 GTOM11 00000397 5818284

01 FC:581

40.00 DP

## B. Patent No.(s)

4,818,284

Additional numbers attached? ☐ Yes ☒ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn  
33rd Floor

Street Address: 35 W. Wacker

City: Chicago State: IL ZIP: 60601

## 6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$ 40

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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.

Laura Konrath

Name of Person Signing

Signature

4/5/01

Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

PATENT

REEL: 011722 FRAME: 0274

## KNOW-HOW AND PATENT ASSIGNMENT

THIS KNOW-HOW AND PATENT ASSIGNMENT is entered into as of October 24, 2000 (this "Assignment") by and between WDIC, L.L.C., a Nevada limited liability company formerly known as MARPAX CORPORATION which was doing business as "the Ink Company" ("MARPAX"), headquartered at 172 - A Nicole Court, Glendora, California 91740 (together with its successors and permitted assigns, "Assignor"), and ENVIRECYCLE INK RECOVERY, LTD., a Minnesota corporation headquartered at 610 Kasota Avenue, Minneapolis, Minnesota 55414 (together with its successors and permitted assigns, "Assignee").

### RECITALS:

A. Assignor is and has been engaged in the Business (as such term is defined in the License Agreement (as defined below)) (the "Business").

B. Assignor and Assignee have entered into that certain Know-How License Agreement dated as of June 30, 1998 (as may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "License Agreement"), pursuant to which Assignor licensed to Assignee the Know-How (as defined in the License Agreement) and granted to Assignee an option to acquire the Know-How (the "Purchaser Option").

C. On October 3, 2000, Assignor and Assignee entered into that certain Pay-Off Agreement (the "Pay-Off Agreement"), pursuant to which, among other things, Assignee agreed to exercise the Purchase Option.

D. On the date hereof, in accordance with the Pay-Off Agreement, Assignee paid to Assignor the Pay-Off Amount (as defined in the Pay-Off Agreement) and thereby acquired all right, title and interest of Assignor in the Know-How.

E. The Know-How includes U.S. patent no. 4,818,284 (the "Patent").

F. Assignor and Assignee desire to evidence by this Assignment the sale and assignment by Assignor to Assignee of all of Assignor's rights, title and interest in the Know-How, including the Patent.

NOW, THEREFORE, in consideration of the Recitals and the mutual agreements and covenants contained herein and in the License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns and sets over unto Assignee the following:

(a) Assignor's (or its affiliates') entire right, title and interest in and to the Know-How and the Patent in the United States and in all foreign countries, and any reissues, continuations, continuations-in-part, revisions, divisionals, divisionals-in-part, substitutions, extensions, or re-examinations thereof, whether related to such Patent

Know-How and Patent Assignment

directly or through one or more intervening issued patents or pending patent applications;  
and

(b) All claims, demands and rights of action, both statutory and based upon common law, that Assignor (or its affiliates) have or might have by reason of any infringement of the Patent prior to, on or after the date of this Assignment, and any reissues, continuations, continuations-in-part, revisions, divisionals, divisionals-in-part, substitutions, extensions, or re-examinations thereof, whether related to such Patent directly or through one or more intervening issued patents or pending patent applications together with the right to prosecute such claims, demands and rights of action in Assignee's (or its affiliate's) own name.

2. Further Assurance. Assignor agrees that it shall (and shall cause its affiliates to) do, execute, acknowledge and deliver, at its own expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated hereby.

3. Enforceability. If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Amendment. This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

5. No Third-Party Beneficiaries. Nothing expressed or implied in this Assignment is intended to confer upon any person or entity, other than the parties hereto and their respective affiliates, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF MINNESOTA (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF) AND, TO THE EXTENT APPLICABLE, THOSE UNITED STATES LAWS, OR THE NATIONAL LAWS OF ANOTHER COUNTRY IN WHICH A PATENT IS USED, WHETHER OR NOT ISSUED OR APPLIED FOR, AND THE APPROPRIATE RULES AND REGULATIONS GOVERNING PATENTS IN THE RESPECTIVE COUNTRIES.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.

8. License Agreement Governs. Notwithstanding anything in this Assignment to the contrary, the terms and provisions of the License Agreement shall control the extent of the sale and assignment made pursuant to this Assignment.

9. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment to be executed as of the date first written above.

**WDIC, L.L.C.** (formerly known as Marpax Corporation, which was doing business as "The Ink Company")  
("Assignor")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Name, Title]

**ENVIRECYCLE INK RECOVERY, LTD.**  
("Assignee")

By:  \_\_\_\_\_

Name: DAVID ERICKSON

Title: President

ATTEST:

\_\_\_\_\_  
[Name, Title]

[Know-How and Patent Assignment]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment to be executed as of the date first written above.

**WDIC, L.L.C.** (formerly known as Marpax Corporation, which was doing business as "The Ink Company")  
("Assignor")

By: 

Name: George Thorne

Title: President

ATTEST:

\_\_\_\_\_  
[Name, Title]

**ENVIRECYCLE INK RECOVERY, LTD.**  
("Assignee")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
[Name, Title]

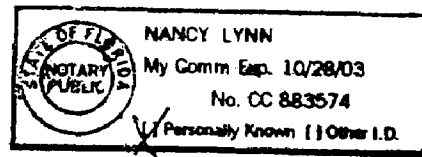
[Know-How and Patent Assignment]

STATE OF Florida )  
 )  
COUNTY OF Palm Beach ) SS:

On this 16th day of November, 2000 before me appeared George Tholke, the person who signed this instrument, who acknowledged that he/she signed it on behalf of the identified corporation with authority to do so.

Nancy Lynn  
Notary Public

My commission expires:



[Know-How and Patent Assignment]