10-17-2001

Form PTO-1595



## 101876338 OVER SHEET **PATENTS ONLY**

U.S. Department of Commerce Patent and Trademark Office

To the Assistant Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof. 1. Name of conveying party(ies):

ITEQ Intellectual Properties, Inc.

2727 Allen Parkway

Suite 760

Houston, TX 77019

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

**HMT** 

4422 FM 1960 West

Suite 350

Houston, TX 77068

3. Nature of conveyance:	305		
	Merger		
Security Agreement Other	1		
Change of Name Execu	tion Dates: March 17, 2000		
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) Additional numbers attached? ⊠ Yes □ No	B. Patent No.(s)		
09/082,028	See Attached Schedule "A"		
09/216,593			
5. Name and address of party to whom correspondence concerning documents should be mailed:	6. Total number of applications and patents involved: 17		
Name: James J. Johnston	7. Total fee (37 CFR § 3.41 \$680.00)		
Dechert	☐ Enclosed Check No ☐ Authorized to be charged to deposit		
Street Address: 4000 Bell Atlantic Tower 1717 Arch Street	Authorized to be charged to deposit  account		
City: Philadelphia State: PA Zip: 19103-2793	8. Deposit account number: 04-0475		
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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.  Date: 16/4/2001			
/ James y. Johnston			
Total number of pages including cover sheet, attachments, and document: 5			

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## **SCHEDULE A**

Patent/Application Number	Issue/Filing Date	<u>Title</u>
4,397,399	August 9, 1983	Floating storage tank roofs
4,790,446	December 13, 1988	Floating roof drain system for storage tanks
5,036,875	August 6, 1991	Hydrocarbon monitoring valve
5,078,293	January 7, 1992	Shoe seal for a lightweight, floating storage tank roof
5,103,992	April 14, 1992	Shoe seal for a storage tank's floating roof and method for installing same
5,301,828	April 12, 1994	Secondary shoe seal for a storage tank floating roof
5,321,881	June 21, 1994	Method of installing a shoe seal on a floating storage tank roof
5,509,562	April 23, 1996	Floating storage tank roof
5,509,563	April 23, 1996	Apparatus that couples a pontoon to a storage tank floating roof
5,533,640	July 9, 1996	Floating roof for a storage tank

PATENT REEL: 012243 FRAME: 0216

5,605,243	February 25, 1997	Floating roof for storage tanks
5,628,421	May 13, 1997	Floating storage tank roof
5,680,950	October 28, 1997	Floating storage tank roof
5,758,792	June 2, 1998	Floating roof
5,927,534	July 27, 1999	Seal for a floating roof of a storage tank
Ser. No. 09/082,028	Filed May 20, 1998	Seal for the floating roof of a storage tank
Ser. No. 09/216,593	Filed December 18, 1998	Low profile secondary seal for a floating storage roof tank.

PATENT REEL: 012243 FRAME: 0217

## UNITED STATES ASSIGNMENT OF PATENTS

WHEREAS, ITEQ Intellectual Properties, Inc., ("Assignor"), a Delaware corporation, having its main office and place of business at 2727 Allen Parkway, Suite 760, Houston, Texas 77019 U.S.A., is the owner of the entire right, title and interest in and to the United States Patents and United States Patent Application(s) listed in the attached Schedule A;

AND WHEREAS, HMT Inc., ("Assignee"), a Delaware corporation, having its main office and place of business at 4422 FM 1960 West, Suite 350, Houston, Texas 77068 U.S.A. is desirous of acquiring said right, title and interest;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign and transfer to Assignee and its successors and assigns, the entire right, title and interest in and to the above-identified patents, including all reissues, divisions, continuations, continuation-in-part, and extensions and foreign counterparts thereof, to be held and enjoyed by Assignee as fully and entirely as it would have been held and enjoyed by Assignor if this assignment had not been made, including all claims, demands and right recovery that Assignor has or may have in profits and damages for past and future infringements, if any, and all rights to compromise, sue for, and collect such profits and damages.

In the event of any inconsistency between this Assignment and the terms of the Asset Purchase Agreement, dated as of January 28, 2000, between Assignor's parent, ITEQ, Inc., Assignee and others (the "Asset Purchase Agreement"), the terms of the Asset Purchase Agreement shall be controlling.

Dated: March 17, 2000

ITEO INTELLECTUAL PROPERTIES, INC.

William P. Reid

Vice President

HMT INC.

Millard H. Jones, Jr.

President and Chief Executive Officer

STATE OF TEXAS

: SS.

COUNTY OF HARRIS

On this 17th day of March 2000 before me appeared William P. Reid, Vice President of ITEQ Intellectual Properties, Inc., the person who signed this instrument and acknowledged that he signed

it as a free act on behalf of ITEQ Intellectual Properties, Inc.



Marie Public

STATE OF TEXAS

: SS.

COUNTY OF HARRIS

On this 17th day of March 2000 before me appeared Millard H. Jones, Jr., President and Chief Executive Officer HMT Inc., the person who signed this instrument and acknowledged that he signed it as a free act on behalf of HMT Inc.

Notary Public

Seal JUANITA MARIE JENNINGS NOTARY PUBLIC, STATE OF TEXAS MY COMMISSION EXPIRES JULY 11, 2001

**RECORDED: 10/09/2001** 

PATENT

**REEL: 012243 FRAME: 0219**