

10-26-2001

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To the Honorable Commissioner of P.

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... the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**RODNEY E. HERRINGTON and  
FRANK HAND**

10/18/01

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

Name: **MIOX CORPORATION**

Internal Address:

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Street Address: **5500 MIDWAY PARK PLACE, NE**

City: **ALBUQUERQUE** State: **NM** ZIP: **87109**

Execution Date: **09/27/2001**

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

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

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

A. Patent Application No.(s)

09/907,092

B. Patent No.(s)

10/18/2001

Additional numbers attached?  Yes  No

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

Name: **KATY C. FAIN**

Internal Address: **Peacock, Myers & Adams, P.C.**

Street Address: **P.O. Box 26927**

10/25/2001 BYRNE 00000139 09907092

01 FC:501 40.00 OP

City: **Albuquerque** State: **NM** ZIP: **87125**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

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8. Deposit account number:

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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.

**Katy C. Fain**

Name of Person Signing

*Katy C. Fain*  
Signature

10/15/2001

Date

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

**ASSIGNMENT OF INVENTION AND PATENT RIGHTS**

**Inventors:**        **RODNEY E. HERRINGTON and FRANK HAND**

**Serial No.:**     **09/ 907,092**

**Filing Date:**    **July 16, 2001**

For valuable consideration received or to be received, and hereby acknowledged, RODNEY E. HERRINGTON of 8631 Glenridge Place, NW, Albuquerque, New Mexico 87114, and FRANK HAND of 1706 Father Sky, NE, Albuquerque, New Mexico 87112, (hereinafter referred to as "Inventors"), hereby sells, assigns and transfers unto MIOX CORPORATION of 5500 Midway Park Place, NE, Albuquerque, New Mexico 87109, and/or LOS ALAMOS TECHNICAL ASSOCIATES, INC. of 2400 Louisiana Boulevard, NE, Building 1, Suite 400, Albuquerque, New Mexico 87110, as the case may be, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *PORTABLE WATER DISINFECTION SYSTEM*, and described in a Continuation-in-Part patent application filed in the United States Patent and Trademark Office on July 16, 2001, as Attorney Docket No. 30750-CIP, and given U.S. Patent Application Serial No. 09/ 907,092, which claims priority of U.S. application serial numbers 09/318,468, filed May 25, 1999, 09/514,431, filed February 28, 2000, 09/579,178, filed May 24, 2000, 09/686,214, filed October 10, 2000, U.S. provisional patent application number 60/266,659, filed February 5, 2001, and International Patent Application number PCT/US00/14513, filed May 25, 2000, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agrees to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 27 day of September, 2001.

Rodney E. Herrington  
RODNEY E. HERRINGTON

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF Bernalillo )

This instrument was acknowledged before me this 27<sup>th</sup> day of September, 2001, by Rodney E. Herrington.

My commission expires:

10/31/2002  
SEAL

Michele Rene Jones  
Notary Public

\*\*\*\*\*

DATED this 27 day of sept, 2001.

Frank R Hand  
FRANK HAND

STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF Bernalillo )

This instrument was acknowledged before me this 27<sup>th</sup> day of September, 2001, by Frank Hand.

My commission expires:

10/31/2002  
SEAL

Michele Rene Jones  
Notary Public