

01-11-2002

Commissioner of I  
Box: ASSIGNMENT  
Washington, D.C.



101940894

4.02

Date: November 1, 2001

Please record the attached original document or copies for which the following particulars apply:

1. Conveying Party: Michael K. Hodges
2. Receiving Party: Black & Veatch Special Projects Corp, a Delaware Corporation  
Address: 6601 College Blvd., Overland Park, Kansas 66211

☒ Assignee is domiciled in the United States.  
☐ Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

3. Submission Type:

☒ New  
☐ Resubmission (Non Recordation) Document ID # \_\_\_\_\_  
☐ Correction in PTO Error; Reel # \_\_\_\_\_ Frame # \_\_\_\_\_  
☐ Corrective Document; Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

4. Conveyance Document Type: Assignment

Date Executed: May 2, 2001 Interest Conveyed: ☐ Entire ☒ Other

Entire interest in Guttering System and Applications for letters patent for SYSTEM AND METHOD FOR HIGH SPEED DEWATERING OF SLURRIES in the United States, Canada, and Australia.

5. Please record the enclosed document against the following:

☒ patent application(s) ☐ issued patent(s)

Application Serial No. 09/849,649, filed May 4, 2001, entitled SYSTEM AND METHOD FOR HIGH SPEED DEWATERING OF SLURRIES

6. Please address all correspondence concerning recordation of this document :  
Shughart, Thomson & Kilroy, P.C., Attention Marcia J. Rodgers, 120 West 12<sup>th</sup> Street, Kansas City, Missouri 64105.
7. Total number of patent(s)/application(s) involved: 1
8. ☐ Please charge Deposit Account No. 12-1660 for the recording fee of \$\_\_\_\_\_.
9. ☒ Our check No. 348185 closed to cover the recording fee of \$40.00.
10. ☒ The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.
11. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original documents.

Respectfully submitted,

01/10/2002 DEYRNE 00000227 09849649

01 FC:581

40.00 OP

120 West 12th Street  
Kansas City, Missouri 64105  
(816) 421-3355

By Marcia J. Rodgers  
Reg. No. 33,765

Total number pages submitted: 4

## **ASSIGNMENT AGREEMENT**

On the date shown below, and for good and valuable consideration of which I acknowledge, I made the following assignment and promises to Black & Veatch Special Projects Corp., ("BVSPC") ("Assignee"), a Delaware corporation, having offices at 6601 College Blvd., Overland Park, Kansas 66211, in connection with my intention of a new, original, SYSTEM AND METHOD FOR HIGH SPEED DEWATERING OF SLURRIES ("Invention A") and GUTTERING SYSTEM ("Invention B").

1. I assign, transfer, and convey to Assignee the entire right, title and interest in and to:

- (a) the Invention B;
- (b) the application of the United States Letters Patent relating to Invention A and Invention B executed by me on May 2, 2001.
- (c) any U.S. Letters Patent issued pursuant to, or as a result of, the applications referenced above;
- (d) all applications for Letters Patent, or similar legal protection, which may be filed in Canada or Australia with respect to the Invention A;
- (e) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention B;
- (f) any Letters Patent which may be granted for the Invention A in Canada or Australia.
- (g) all Letters Patent which may be granted for the Invention B in any country or countries foreign to the United States; and
- (h) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

2. I authorize and request the Commissioner of Patents of the United States, and any official of Australia or Canada whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention A or improvements.

3. I authorize and request the Commissioner of Patents of the United States and any country or countries foreign to the United States whose duty it is to issue patents or similar legal

protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention B or improvements.

4. I agree that, upon the request of Assignee, I will
- (a) execute any and all divisional and renewal applications for the Inventions A and B or improvements;
  - (b) execute any supplemental oath relating to the Invention A and B or improvements;
  - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the applications;
  - (d) cooperate to the best of my ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
  - (e) perform any and all affirmative acts to obtain Letters Patent and vest in Assignee all right in such Letters Patent related to Invention B and vest in Assignee all right in such Letters Patent to Invention A in the United States, Canada and Australia; and
  - (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

5. I covenant and warrant that as of the date of this Assignment Agreement, Larry D. Campbell and I are the true and lawful owners of the entire right, title, and interest in the Invention B and application for Letters Patent for Invention B, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

6. I covenant and warrant that as of the date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention A and application for Letters Patent for Invention A, and any Letters Patent which may issue under said application, and have the full right and power to convey the same, that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

7. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

Dated this 2 day of <sup>MAY (MKH)</sup>~~April~~, 2001.

Michael K. Hodges  
Michael K. Hodges  
Inventor of Invention A,  
Co-Inventor of Invention B

STATE OF )  
                  ) ss.  
COUNTY OF )

On this 2<sup>nd</sup> day of <sup>MAY</sup>~~April~~, 2001, before me, a Notary Public in and for the above State and County, personally appeared Michael K. Hodges, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Annette Y. Cross  
Notary Public

My Commission Expires: 11/13/02