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

1. Name of conveying party(ies):

EarthWaters, Inc.

2-5-02

2. Name and address of receiving party(ies)

Name: Gerald Brooks

Internal Address: \_\_\_\_\_

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Street Address: 5954 Cape Coral Drive

City: Austin State: Texas Zip: 78746

Execution Date: December 18, 2001

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) 60/147,831;

PCT/US00/19310; 09/359,518; 09/369,533;

09/370,008; 09/785,583

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Ross Spencer Garsson

Internal Address: \_\_\_\_\_

WINSTEAD SECHREST &amp; MINICK P.C.

Street Address: P.O. Box 50784

1201 Main Street

City: Dallas State: Texas Zip: 75250

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

23-2426

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

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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.

Ross Spencer Garsson

Name of Person Signing

Signature

31/01/02  
Date

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

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

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

Exp. Mail No. EL 859424854US

02/22/2002 6TOM11 00000016 60147831

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PATENT  
REEL: 012585 FRAME: 0778

## **PATENT APPLICATION ASSIGNMENT**

WHEREAS, EarthWaters, Inc. ("EarthWaters"), a corporation incorporated under the laws of Texas, whose post office address is 4202 Wilshire Parkway, Austin, Texas 78722 have filed several applications for patent entitled "APPARATUS AND METHOD FOR IMPROVING AN OSMOSIS PROCESS," including:

- 1) United States Patent Application Serial Number 60/147,831, filed August 7, 1999,
- 2) PCT Application Serial Number PCT/US00/19310, filed July 17, 2000 (claiming priority benefits based upon United States Patent Application Serial Number 60/147,831), and
- 3) United States Patent Application Serial Number 09/785,583, filed February 15, 2001 (claiming priority benefits based upon United States Patent Application Serial Number 60/147,831 and PCT Application Serial Number PCT/US00/19310);

Whereas EarthWaters has also alleged that it owns the right, title, and interest to several applications for patent filed by Dr. Brooks entitled "METHOD FOR IMPROVING AN OSMOSIS PROCESS," including:

- 1) United States Patent Application Serial Number 09/359,518, filed August 6, 1999,
- 2) United States Patent Application Serial Number 09/370,0088, filed August 6, 1999, and
- 3) United States Patent Application Serial Number 09/369,533, filed August 6, 1999;

WHEREAS, Dr. Gerald Brooks ("Dr. Brooks"), a Texas resident, desires to acquire the entire right, title, and interest in and to said invention, inventions or improvements, and in and to said applications, and in and to any all patents, both of the United States and of all foreign countries, that may be obtained therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that EarthWaters, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto Dr. Brooks, his successors and assigns, the entire right, title and interest throughout the world, in and to the invention, inventions or improvements described or set forth in said applications, in any form or embodiment thereof, and in and to said application, and in and to applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmation thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements.

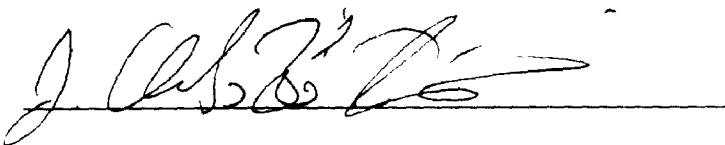
TO HAVE AND TO HOLD the same to the full end of the term or terms for which any an all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND EarthWaters does hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to Dr. Brooks, his successors and assigns, as the assignee of the entire right, title and interest in an to the same, for the sole use and benefit of Dr. Brooks, his successors and assigns.

AND EarthWaters does hereby covenant and warrant that (other than Dr. Brooks' pre-existing right, title, and interest in the patent applications), EarthWaters has full right to convey the entire right, title, and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that it has not executed and will not execute any instruments in conflict herewith. Furthermore, EarthWaters does hereby covenant and warrant that upon assignment to Dr. Brooks, Dr. Brooks shall have entire right, title, and interest to the patent applications assigned herein.

AND EarthWaters, for the conditions aforesaid, does hereby covenant and agree to and with Dr. Brooks, its successors and assigns, that it and its representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for Dr. Brooks and his successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in Dr. Brooks, his successors improvements, application or applications, patents, rights, titles, benefits, privileges, and advantages hereby sold, assigned, confirmed, transferred and conveyed.

IN WITNESS WHEREOF, J. Adams Kirkpatrick an officer of EarthWaters, Inc., who has expressed authority to execute this agreement and assign the rights, title, and interest expressed herein, have hereunto set my hand this 18 day of December, 2001.



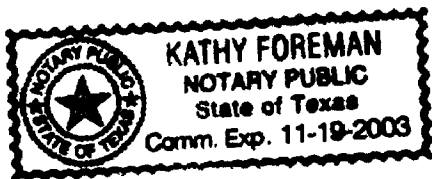
STATE OF TEXAS

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COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day, personally appeared J. ADAMS KIRKPATRICK known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 18 day of December, 2001.



Kathy Foreman  
Notary Public in and for the  
State of Texas