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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):

Kenneth A. Pieroni
Jim E. Saffie

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

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

Name: EnviroTech, Inc.

Internal Address: _____

Street Address: 1591 Sunland Lane

City: Costa Mesa State: CA ZIP: 92626

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: October 26, 2001

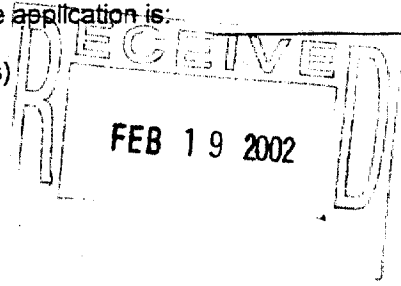
4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

09/348,320
09/939,405

B. Patent No.(s)



Additional numbers attached? Yes No

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

Name: Morland C. Fischer

Internal Address: _____

Street Address: 2030 Main Street

Suite 1050

City: Irvine State: CA ZIP: 92614

6. Total number of applications and patents involved: **2**

7. Total fee (37 CFR 3.41):.....\$ 80

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

08-1310

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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.

Morland C. Fischer

Morland C. Fischer

January 25, 2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: **4**

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ASSIGNMENT OF UNITED STATES PATENT APPLICATIONS

WHEREAS, Kenneth A. Pieroni and Jim E. Saffie (hereinafter referred to as the “Inventors”) have invented certain new and useful improvements (hereinafter referred to as “Inventions”) which have been covered by U.S. patent applications, the identities of which are listed below:

Applicant Serial No.: 09/348,320
Filed: July 7, 1999
Entitled: SMOKE AND CLEAN AIR GENERATING MACHINE
FOR DETECTING THE PRESENCE AND LOCATION
OF LEAKS

Applicant Serial No.: 09/939,405
Filed: August 27, 2001
Entitled: SMOKE AND CLEAN AIR GENERATING MACHINE
FOR DETECTING THE PRESENCE AND LOCATION
OF LEAKS

WHEREAS, STAR EnviroTech, Inc., a Delaware corporation, having a principal place of business at 1591 Sunland Lane, Costa Mesa, California 92626, (hereinafter referred to as “STAR ENVIROTECH”) wishes to acquire all of the Inventors’ right, title and interest in and to said Inventions and the patent applications therefor;

THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said Inventors have sold, assigned, and transferred and by these presents do sell, assign, and transfer unto STAR ENVIROTECH, and to its successors, legal representatives and assigns, the Inventors' entire right, title and interest in and to said Inventions and in and to said patent applications for the territory of the United States of America, Canada and for all other foreign countries, said Inventions and applications to be held and enjoyed by STAR ENVIROTECH for its own use and enjoyment and for the use and enjoyment of its successors, legal representatives and assigns, to the full end of the term for which U.S. Letters Patents on same will be granted, as fully and entirely as the same would have been held by said Inventors had this Assignment and sale not been made.

Said Inventors hereby covenant that they have the full right to convey the entire interest as herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.

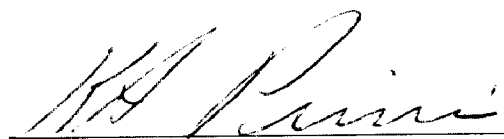
Said Inventors further covenant and agree that they will communicate to STAR ENVIROTECH and to its successors, legal representatives and assigns, any facts known to them respecting said Inventions, and testify in any legal proceeding, sign all applications, make all rightful oaths, and, at no expense to themselves, do every thing reasonable to aid STAR ENVIROTECH and its successors, legal representatives and assigns to obtain and enforce proper patent protection for said Invention in all countries.

Said Inventors acknowledge that these Inventions are not the subject of any employment agreement as defined under the provisions of Section 2870 of the California Labor Code, which states that:

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer.

2. Result from any work performed by the employee for the employer.



Kenneth A. Pieroni – Inventor

10-26-01
Date



Jim E. Saffie – Inventor

10/25/01
Date