

03-08-2002

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102007827

Attorney Docket No.: 821-19

MRD 2-14-02

1. Name of conveying party(ies):
LT- Produkter Skutskär AB

Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies):
Name: **LT- Produkter Skutskär AB,
Company No. 556591-8256**

Street Address: Trålvägen 13
SE-814 31 SKUTSKÄR
SWEDEN

Additional names and addresses attached? yes no

3. Nature of Conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 25, 2002

4. Application number(s) or patent number(s): U.S. Patent Application Serial No. FEB 14 2002
If this document is being filed together with a new application, the execution date of the application is _____

A. Patent Application No.(s) _____ B. Patent No.(s): 4,653,409

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: George M. Kaplan, Esq.
Internal Address: Dilworth & Barrese
Street Address: 333 Earle Ovington Boulevard
City: Uniondale State: NY ZIP: 11553

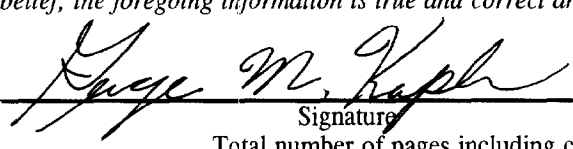
6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 04-1121
(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.

George M. Kaplan, Esq.  February 14, 2002
Name of Person Signing Signature Date
Reg. No. 28,375 Total number of pages including cover sheet, attachments and document 7

OMB No. 0651-0011 (exp. 4/84)

03/07/2002 LMUELLER 00000062 4653409
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Köpeavtal

Mellan LT-Produkter Skutskär AB, under namnändring till LT-Förvaltnings AB nedan kallat Säljaren och LT-Produkter Skutskär AB under bildande nedan kallad Köparen har denna dag träffats följande överlåtelseavtal.

§ 1 Bakgrund

Säljaren bedriver utveckling, tillverkning och försäljning av produkter inom massa- och pappersindustrin. Säljaren önskar nu överlåta denna verksamhet till ett nystartat bolag och i fortsättningen bedriva förvaltning av fastighet och värdepapper. Förvaltningen skall i fortsättningen handhas av utomstående.

§ 2 Överlåtelsedag

Verksamheten överlåtes per 1 maj 2000 att tillträdas samma dag.

§ 3 Överlåtelsens omfattning

I överlåtelsen ingår följande. Säljaren tillhörande egendom och rättigheter.

3.1 Till rörelsen samtliga hänförliga avtal.

3.2 Kommersiell information, dokumentation och kommersiellt know-how.

3.3 Varulager enligt inventering per Överlåtelsedagen till ett värde av 268 481 kr.

3.4 Inventarier och bilar enligt bokfört värde per Överlåtelsedagen totalt 153 999 kr

3.5 Två kapitalförsäkringar, tecknade hos Robur, (nr 8611-6, 100210907-0 och 8611-6, 100210876-7) samt av bolaget utfärdade pensionslöften, som säkerställts medelst försäkringarna.

§ 4 Köpeskilling

För rörelsen utgår en köpeskilling om totalt 422 480 kr. Betalning för köpeskillingen skall ske medelst revers. Reversen skall löpa med en årlig ränta på 2 % och vara fullt betald per 31/12 2000.

§ 5 Vad som ej överlåtes

I överlåtelsen ingår ej likvida medel, kundfordringar, övriga fordringar, aktier och värdepapper, fastighet, leverantörsskulder eller andra skulder hänförliga till rörelsen. Periodiseringsfonderna ingår inte i överlåtelsen.

Köparen ansvarar inte heller för några kostnader hänförliga till rörelsen och som avser tid före överlåtelsedagen.




§ 6 Tvister

Tvister rörande tolkningen eller tillämpningen av detta avtal skall avgöras av skiljemän enligt lagen om skiljemän.

Detta avtal har upprättats i två exemplar varav parterna tagit varsitt.

Skutskär den 1/5 2000

LT-Produkter Skutskär AB
under bildande



Lars Eriksson
Köpare

LT-Produkter Skutskär AB (under namn-
ändring till LT-Förvaltnings AB)



Lars Eriksson
Säljare

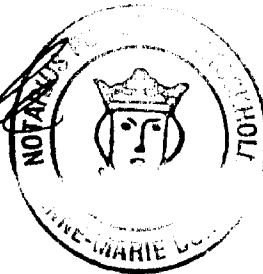
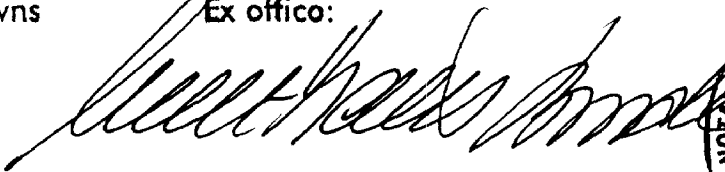
I, the undersigned, **Anne-Marie Bonde, Notary Public**
of the City of Stockholm, Sweden, certify that

Lars Eriksson

duly authorized to sign for

LT-Produkter Skutskär AB under bildande

has issued and signed the foregoing document, of which this is a true copy of the
Fee 375,- Stockholm, 2002 01 29 original document, produced to me.
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PATENT
REEL: 012631 FRAME: 0273



Purchase Agreement

LT-Produkter Skutskär AB, under change of name to LT-Förvaltnings AB (hereinafter referred to as the "Seller") and LT-Produkter Skutskär AB under formation (hereinafter referred to as the "Purchaser") have this day entered into the following transfer agreement.

§ 1 Background

The Seller is engaged in the development, manufacture, and sale of products within the wood pulp and paper industry. The Seller now desires to transfer the aforesaid business to a newly started company and henceforth engage in the management of property and securities. The management shall henceforth be administered by third parties.

§ 2 Transfer Date

The business shall be transferred on 1 May 2000 and entry into possession thereof shall take place on the same day.

§ 3 Scope of the transfer

The following property and rights belonging to the Seller are included in the transfer:

- 3.1 All agreements relating to the business;
- 3.2 Commercial information, documentation, and commercial know-how;
- 3.3 Stock-in-trade valued at SEK 268,481 in accordance with an inventory conducted on the Transfer Date;
- 3.4 Equipment and vehicles with a book value on the Transfer Date totalling SEK 153,999; and
- 3.5 Two endowment policies executed with Robur (nos. 8611-6, 100210907-0 and 8611-6, 100210876-7), as well as pension commitments issued by the company which are guaranteed through the insurance policies.

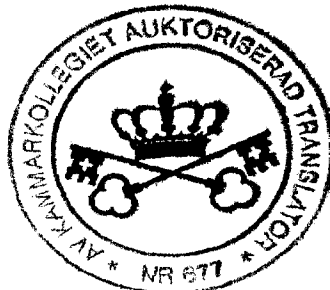
§ 4 Purchase Price

A purchase price totalling SEK 422,480 shall be paid for the business. The purchase price shall be paid through the issuance of a promissory note. The promissory note shall bear an annual rate of interest of 2% and shall mature on 31 December 2000.

§ 5 Items not covered by the transfer

The transfer shall not cover liquid funds, accounts receivable, other receivables, shares and securities, real estate, accounts payable, or other liabilities relating to the business. The tax allocation funds shall not be included in the transfer.

Nor shall the Purchaser be liable for any costs relating to the business that are attributable to the period prior to the Transfer Date.



Disputes concerning the interpretation or application of this agreement shall be determined by arbitrators in accordance with the Swedish Arbitration Act.

This agreement has been prepared in two counterparts, of which the parties have each received one.

Skutskär, 1 May 2000

LT-Produkter Skutskär AB
under formation

LT-Produkter Skutskär AB (under change
of name to LT-Förvaltnings AB)

/Signature/
Lars Eriksson
Purchaser

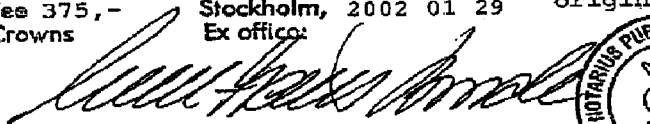
/Signature/
Lars Eriksson
Seller

I, the undersigned, Anne-Marie Bonde, Notary Public
of the City of Stockholm, Sweden, certify that

Lars Eriksson

duly authorized to sign for
LT-Produkter Skutskär AB under bildande

has issued and signed the foregoing document, of which this is a true copy of the
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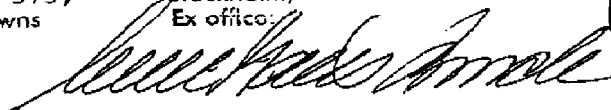


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Bekräftelse av överlåtelse av patent

Härmed bekräftas att patent i Sverige (reg. nr. 8500668-2), Finland (reg. nr. 87270), USA (reg. nr. 4653409), Kanada (reg. nr. 1240221), Chile (reg. nr. 35493), Australien (nr. 567409) och Sydafrika (patent nr. 86/074) på regler- och rensningsanordning vid luftportar anordnade i sidoväggen av en eldstad ingick i bifogad överlåtelse av tillgångarna i LT-produkter Skutskär AB under namnändring till LT-Förvaltnings AB, 556494-0806, och LT-produkter Skutskär under bildande, 556591-8256, den 1 maj 2000.

Skutskär den 25 januari 2002

LT-FÖRVALTNINGS AB

LT-PRODUKTER SKUTSKÄR AB



Lars Eriksson



Lars Eriksson

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of the City of Stockholm, Sweden, certify that

Lars Eriksson

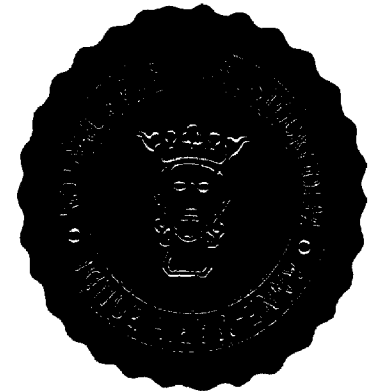
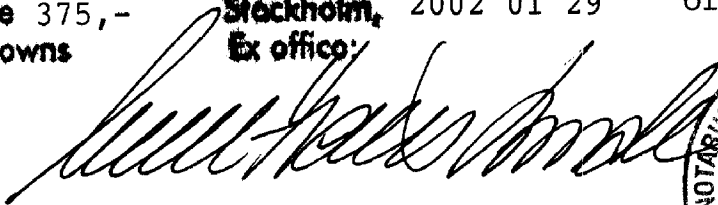
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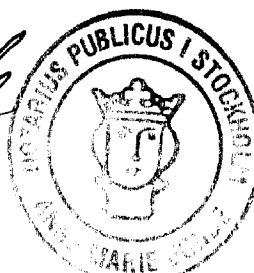
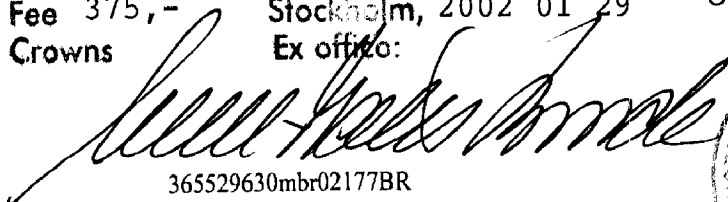
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1 (1)

PATENT
REEL: 012631 FRAME: 0276

Confirmation of Assignment of Patent

It is hereby confirmed that patents in Sweden (registration no. 8500668-2), Finland (registration no. 87270), USA (registration no. 4653409), Canada (registration no. 1240221), Chile (registration no. 35493), Australia (no. 567409) and South Africa (patent no. 86/074) relating to apparatus for regulating and clearing an air passage in the wall of a furnace) are included in an appended transfer of the assets of LT-produkter Skutskär AB under change of name to LT-Förvaltnings AB, company no. 556494-0806, and LT-produkter Skutskär under formation, company no. 556591-8256, dated 1 May 2000.

Skutskär, 25 January 2002

LT-FÖRVALTNINGS AB

LT-PRODUKTER SKUTSKÄR AB

_____/Signature/

_____/Signature/

Lars Eriksson

Lars Eriksson

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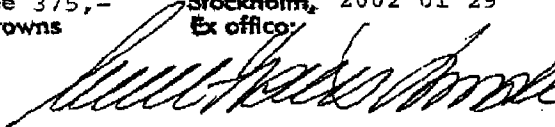
LT-Förvaltnings AB

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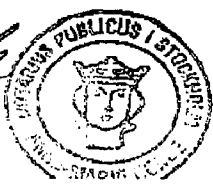
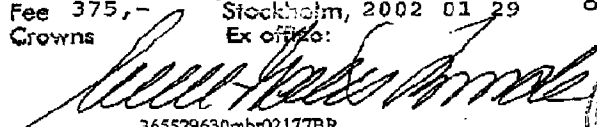
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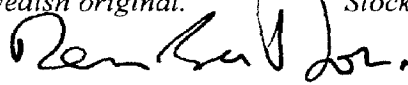
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I hereby affirm that this is a true and accurate translation from
the Swedish original. Stockholm, 30 January 2001



Reuven Ben-Dor, M.A. (Cantab), Authorised Translator



1 (1)