

06-27-2002

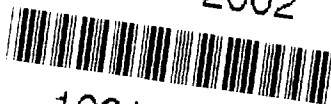
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OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Vx Technologies Inc. 06/24/02

2. Name and address of receiving party(ies)

Name: Larry Kelly

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: 2201 W. Crescent

City: Park Ridge State: IL Zip: 60068

Execution Date: 12/31/01

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

4. Application number(s) or patent number(s): 5,957,397

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Larry Kelly

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

Street Address: 2201 W. Crescent

City: Park Ridge State: IL Zip: 60068

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 40

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.

Diana Green

Name of Person Signing

Signature

Signature

6/10/02

Date

Total number of pages including cover sheet, attachments, and documents: 7

06/26/2002 LHWELLER 00000092 5957397

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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013019 FRAME: 0152

# PATENT MORTGAGE

December, 2001, by VX Technologies Inc. d/b/a Spent Lamp Recycling Technologies Inc., an Illinois corporation, with its principal business and chief executive office at 1420 Renaissance Road, Suite 410, Park Ridge, IL 60068 ("**Mortgagor**") in favor of Larry Kelly, with his principal address at 2201 West Crescent, Park Ridge, IL 60068 ("**Mortgagee**").

## W I T N E S S E T H

WHEREAS, Mortgagor is indebted to Mortgagee in the principal amount of \$250,000 (including any interest thereon, "**Mortgagor's Obligations**") and, in connection therewith, Mortgagor is to grant to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents and patent applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

1. Mortgage of Patents. To secure the complete and timely satisfaction of all of Mortgagor's Obligations, Mortgagor hereby mortgages, pledges and creates a security interest in, to Mortgagee, as and by way of a mortgage and security interest having priority over all subsequent security interests, with power of sale upon the occurrence of an event of default under this Mortgage or in the repayment of Mortgagor's Obligations, to the extent permitted by law, in all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this Section 1, are sometimes hereinafter referred to individually as a "**Patent**" and, collectively, as the "**Patents**"); and

2. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

- (i) To the best of Mortgagor's knowledge, no Patent has been adjudged invalid or unenforceable;
- (ii) To the best of Mortgagor's knowledge, Mortgagor is the sole and exclusive owner of the entire right, title and interest in and to each Patent;
- (iii) Mortgagor has no actual notice of any material suits or actions commenced or threatened against the Patents; and
- (iv) Mortgagor has the unqualified right to execute and deliver this Mortgage and perform its terms.

3. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Obligations shall have been satisfied in full, Mortgagor shall not, without the prior, written consent of Mortgagee, sell or assign the Patents.

4. New Patents. If, before Mortgagor's Obligations shall have been satisfied in full, Mortgagor shall (i) obtain rights to any new patentable inventions or Patents, or (ii) become entitled to the benefit of any Patents which benefit is not in existence on the date hereof, the provisions of this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibit A to include any such Patents.

5. Term. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents assigned hereunder, and (ii) the payment in full of Mortgagor's Obligations.

6. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Obligations, Mortgagee shall promptly execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents.

7. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder shall operate as a waiver thereof.

8. Severability. The provisions of this Mortgage are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Mortgage in any jurisdiction.

9. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 4 hereof or by a writing signed by the parties hereto.

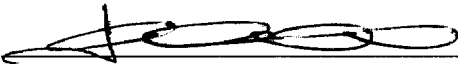
10. Binding Effect; Benefits. This Mortgage shall be binding upon Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee and its successors, nominees and assigns.

11. Governing Law. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois.

12. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee  
as of the date first written above.

**VX Technologies, Inc.**

By   
Its Exec. Vice Pres.

**EXHIBIT A**

**PATENTS**

The  
United  
States  
of  
America



The Commissioner of  
Patents and Trademarks

*Has received an application for a patent for a new and useful invention. The title and description of the invention are enclosed. The requirements of law have been complied with, and it has been determined that a patent on the invention shall be granted under the law.*

*Therefore, this*

United States Patent

*Grants to the person(s) having title to this patent the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States of America or importing the invention into the United States of America for the term set forth below, subject to the payment of maintenance fees as provided by law.*

*If this application was filed prior to June 8, 1995, the term of this patent is the longer of seventeen years from the date of grant of this patent or twenty years from the earliest effective U.S. filing date of the application, subject to any statutory extension.*

*If this application was filed on or after June 8, 1995, the term of this patent is twenty years from the U.S. filing date, subject to any statutory extension. If the application contains a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121 or 365(c), the term of the patent is twenty years from the date on which the earliest application was filed, subject to any statutory extension.*

*J. Todd Pichini*

Acting Commissioner of Patents and Trademarks

*Melvinia Gary*  
Attest

PATENT



US005957397A

# United States Patent [19] Kelly

[11] Patent Number: 5,957,397  
[45] Date of Patent: Sep. 28, 1999

[54] METHOD FOR HANDLING MERCURY CONTAINING LAMPS

5,636,800 6/1997 Wolf ..... 241/14  
5,743,473 4/1998 Gregg ..... 241/33

[75] Inventor: Laurence C. Kelly, Park Ridge, Ill.

## FOREIGN PATENT DOCUMENTS

248198 12/1987 Germany ..... 241/99

[73] Assignee: MAG Patent, Inc., Addison, Ill.

## OTHER PUBLICATIONS

[21] Appl. No.: 09/072,094

40 CFR Parts 9, 260, 261, 262, 264, 265, 266, 268, 270 and 273 dated May 11, 1995.

[22] Filed: May 4, 1998

## Related U.S. Application Data

[60] Provisional application No. 60/045,432, May 2, 1997.

[51] Int. Cl.<sup>6</sup> ..... B02C 1/00

[52] U.S. Cl. .... 241/19; 241/24.13; 241/24.22;  
241/27; 241/79.1

[58] Field of Search ..... 241/30, 99, 100,  
241/37.5, 101.71, 101.73, 101.74, DIG. 14,  
79.1, 33, DIG. 38, 24.1, 24.12, 24.13, 24.22,  
27, 19; 95/134; 96/131

## References Cited

### U.S. PATENT DOCUMENTS

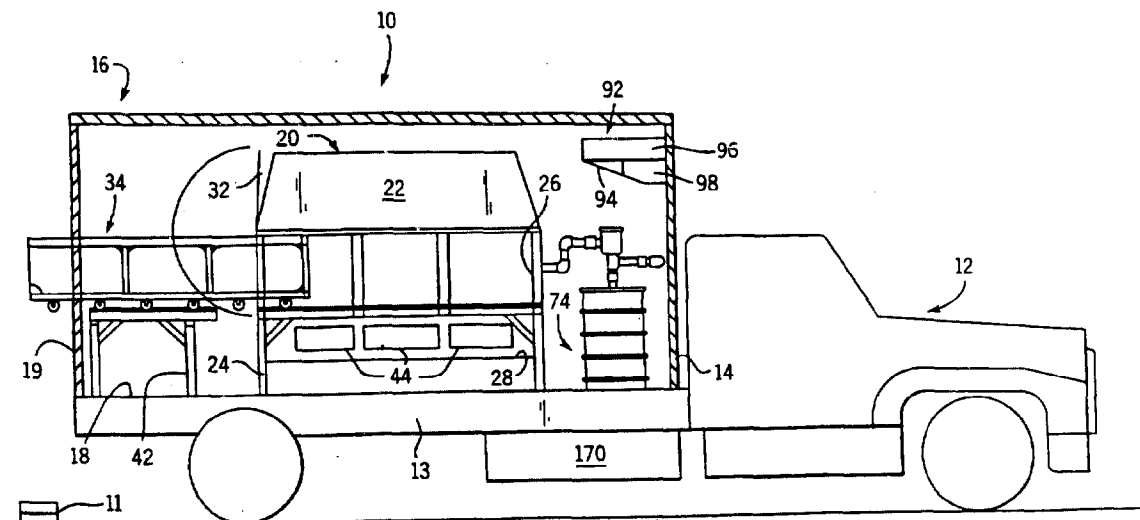
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Primary Examiner—Joseph J. Hail, III  
Assistant Examiner—Susan R. Kingsbury  
Attorney, Agent, or Firm—John W. Harbst

## [57] ABSTRACT

A process for economically handling spent mercury containing lamps in an efficient manner while protecting the environment against the release of mercury vapors into the atmosphere along with creation of non-toxic recyclable by-product materials therefrom is disclosed. The process includes the steps of: transporting a lamp crushing apparatus on a mobile vehicle to a site whereat mercury containing lamps are collected; loading the mercury containing lamps within a closed chamber defined by the lamp crushing apparatus; and, crushing the mercury containing lamps within the closed chamber while simultaneously extracting substantially all hazardous mercury vapors from the closed chamber during the crushing process to create non-toxic recyclable by-product materials from the lamps loaded into the closed chamber. Preferably, the process of the present invention furthermore includes the step of monitoring and measuring levels of mercury vapors within the enclosure on the vehicle at least during crushing of the mercury containing lamps within the closed chamber.

31 Claims, 9 Drawing Sheets



PATENT

RECORDED: 06/24/2002

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