

07-12-2002



Form PT-1595 (Rev. 03/01)

RE

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

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

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Tab settings

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

1. Name of conveying party(ies): Environmental Processing Systems, Inc. 33 Willis Avenue Mineola, New York 11501 7-9-02

2. Name and address of receiving party(ies) Name: O.L. Thompson Construction Co., Inc. Internal Address: Street Address: P.O. Box 70 City: Goose Creek State: SC Zip: 29445

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Judgment Lien Execution Date: 2-5-01

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) B. Patent No.(s) 5,588,600

5. Name and address of party to whom correspondence concerning document should be mailed: Name: J. Ronald Jones, Esquire Internal Address: Clawson & Staubes LLC Street Address: 304 Meeting Street City: Charleston State: SC Zip: 29401

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. J. Ronald Jones, Jr. Name of Person Signing

Signature

7/1/02 Date

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

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

07/11/2002 T91A21 00000135 5588600 01 FC1581 40.00 OP

PATENT REEL: 013067 FRAME: 0200

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2000-CP-08-1883

O.L. THOMPSON CONSTRUCTION)
COMPANY, INC.,)

Plaintiff,)

v.)

SANTEE RIVER RUBBER)
COMPANY, LLC, WATT'S)
INDUSTRIAL SERVICES, INC.,)
THE BANK OF NEW YORK, FIRST)
UNION NATIONAL BANK,)
FIRST UNION COMMERCIAL)
CORPORATION, and)
ENVIRONMENTAL PROCESSING)
SYSTEM, INC.,)

Defendants.)

CLERK OF COURT
BERKELEY COUNTY, S.C.

2001 FEB -5 PM 12: 21

FILED

**ORDER FOR JUDGMENT
AS TO ENVIRONMENTAL
PROCESSING SYSTEM, INC.**

This matter came before the Court for a hearing on damages on January 30, 2001, at 4:30 p.m. Before the Court was the Plaintiff's first cause of action for breach of contract as contained in its Complaint filed September 22, 2000. The record reflects that the Summons and Complaint together with the exhibits were served upon Environmental Processing System, Inc. on September 26, 2000, as evidenced by the Affidavit of Service filed with the Court October 13, 2000. An Affidavit of Default and Motion for Hearing, dated December 1, 2000, was submitted by counsel. An Order of Default and for Hearing to Ascertain Damages was issued by the Honorable Daniel E. Martin and filed with the Court December

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13, 2000. A Notice of Hearing was served and filed with the Court January 16, 2001, and Proof of Service of the Notice of Hearing, indicating that certified mail was delivered to the Defendant on January 17, 2001, was filed with the Court on January 26, 2001. The Court notes that it received a request that the hearing be continued from the law firm of Finkel & Altman, LLC. The correspondence, dated January 30, 2001, requests a continuance but does not indicate that the firm has been specifically retained to defend this case and is not accompanied by a Notice of Appearance, Motion to Set Aside Default or Motion to File Late Answer. The Motion for Continuance is denied.

Upon due consideration of the testimony of the witnesses and review and consideration of the exhibits presented, I find that O.L. Thompson Construction Company, Inc. and the Defendant Environmental Processing System, Inc. entered into a written agreement whereby the Plaintiff was to construct improvements to an existing road and to construct a new road to provide access to the Santee River Rubber Company manufacturing facility. I find that O.L. Thompson Construction Company, Inc. timely completed the work as evidenced by the written certification of the engineer of record that the project was substantially complete. I further find that there remains due and owing to the Plaintiff the sum of One Hundred Eighty-eight Thousand, Seven Hundred Fifty-six and 70/100 (\$188,756.70) Dollars under the terms of the agreement together with interest in the amount of Fifteen Thousand, Three Hundred Eighty-six and 34/100 (\$15,386.34) Dollars on the past due invoices at the rate provided by the agreement.


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I conclude that the failure of Environmental Processing System, Inc. to pay the balance due to O.L. Thompson Construction Company, Inc. in accordance with the terms of the agreement despite due demand for payment constitutes a material breach of the terms of the agreement between the parties. It is therefore

ORDERED that the Plaintiff O.L. Thompson Construction Company, Inc. have judgment against the Defendant Environmental Processing System, Inc. for the sum of Two Hundred Four Thousand, One Hundred Forty-three and 04/100 (\$204,143.04) Dollars, together with the costs and disbursements of this action.

AND IT IS SO ORDERED this 1st day of Feb, 2001, at Moncks Corner,

South Carolina.


Clifton Newman
Presiding Judge, Court of Common Pleas
Ninth Judicial Circuit