

08-27-2002

Docket No.: 66800-034

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102202603

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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):

William F. HARTMAN, Larry Joe KEPLEY and
Jerry Van FOX

8/14/02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: AQUASONICS INTERNATIONAL

Internal Address: 9710 Tanoan Drive, N.E.

Street Address: _____

City: Albuquerque State: NM ZIP: 87111

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: May 17, 2002 and August 7, 2002

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

4. Application number(s) or patent 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)

09/927,172



B. Patent No.(s)

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TC 1700

Additional numbers attached? ☐ Yes ☒ No

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

Name: Adesh Bhargava

Internal Address: DYKEMA GOSSETT PLLC

Street Address: 1300 "I" Street, N.W.

Suite 300 West

City: Washington State: D.C ZIP: 20005

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

04-2223

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

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.

Adesh Bhargava, Reg. No. 46,553

Name of Person Signing

Signature

August 9, 2002

Date

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

7

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

ORIGINAL

Inventors: William F. Hartman, Larry Joe Kepley and Jerry Van Fox
Serial No.: 09/927,172
Filing Date: August 10, 2001

For valuable consideration received or to be received, and hereby acknowledged, William Francis Hartman of 9710 Tanoan Drive, N.E., Albuquerque, New Mexico 87111; Larry Joe Kepley of 75 Forest Lane, Placitas, New Mexico 87043; and Jerry Van Fox of 1633 Speakman Drive, S.E., Albuquerque, New Mexico 87123, (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto AQUASONICS INTERNATIONAL of 9710 Tanoan Drive, N.E., Albuquerque, New Mexico 87111, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *Apparatus and Method for Thermal Desalination Based on Pressurized Formation and Evaporation of Droplets*, and described in an application filed in the United States Patent and Trademark Office on August 10, 2001, as Attorney Docket No.31287-1001, and given U.S. Patent Application Serial No. 09/927,172, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement, its

manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

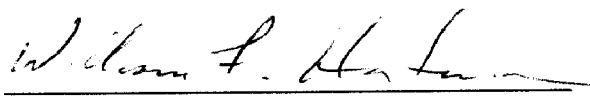
Inventors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

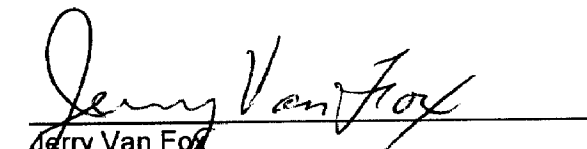
As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 17th day of May, 2002.


William Francis Hartman

Larry Joe Kepley


Jerry Van Foy

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me this 17 day of MAY, 2002, by William Francis Hartman.

My commission expires:

7-19-03
SEAL

Kenneth J. Mink
Notary Public

STATE OF NEW MEXICO)
COUNTY OF _____) ss.

This instrument was acknowledged before me this ____ day of _____, 2002, by Larry Joe Kepley.

My commission expires:

SEAL

Notary Public

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) ss.

This instrument was acknowledged before me this 17 day of MAY, 2002, by Jerry Van Fox.

My commission expires:

7-19-03
SEAL

Kenneth J. Mink
Notary Public

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

ORIGINAL

Inventors: William F. Hartman, Larry Joe Kepley and Jerry Van Fox

Serial No.: 09/927,172

Filing Date: August 10, 2001

For valuable consideration received or to be received, and hereby acknowledged, William Francis Hartman of 9710 Tanoan Drive, N.E., Albuquerque, New Mexico 87111; Larry Joe Kepley of 75 Forest Lane, Placitas, New Mexico 87043; and Jerry Van Fox of 1633 Speakman Drive, S.E., Albuquerque, New Mexico 87123, (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto AQUASONICS INTERNATIONAL of 9710 Tanoan Drive, N.E., Albuquerque, New Mexico 87111, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *Apparatus and Method for Thermal Desalination Based on Pressurized Formation and Evaporation of Droplets*, and described in an application filed in the United States Patent and Trademark Office on August 10, 2001, as Attorney Docket No.31287-1001, and given U.S. Patent Application Serial No. 09/927,172, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventors further agree with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which are not in the public domain and which relate to the above-mentioned invention or improvement, its

manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

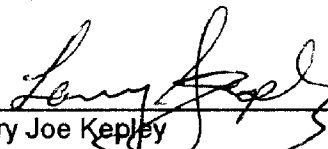
Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 7 day of August, 2002.

William Francis Hartman



Larry Joe Kepley

Jerry Van Fox

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2002, by William Francis Hartman.

My commission expires: _____ Notary Public

SEAL

STATE OF NEW MEXICO)
) ss.
COUNTY OF Bernalillo)

This instrument was acknowledged before me this 7th day of August, 2002, by Larry Joe Kepley.



OFFICIAL SEAL
JUDY BANISTER
NOTARY PUBLIC
STATE OF NEW MEXICO

Judy Banister
Notary Public

My Commission Expires: 03-06-05

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2002, by Jerry Van Fox.

My commission expires: _____ Notary Public

SEAL

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