Тс 1.	b the Honorable Commissioner of P Name of Conveying Party(ies): Gregory Mark PAXTON Patrick Joseph GLYNN	Address: 895 Dove Street Third Floor
Addit	tional name(s) of conveying party(ies) attached? Yes	Newport Beach California 92660
3.	Nature of Conveyance: Assignment Merger Security Agreement Change of Name Other: Execution Date: July 26, 2002	Additional name(s) and address(es) attached?
4.	Application number(s) or patent number(s):	7182905
1115	A. Patent Application No(s).	B. Patent No(s).
5.	Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: <u>1</u>
	Customer No.: <u>000466</u> YOUNG & THOMPSON Second Floor 745 South 23 rd Street	 7. Total fee (37 CFR 3.41)\$40.00 C Enclosed Authorized to be charged to deposit account 8. Deposit Account No. 25-0120
	Arlington, VA 22202 Phone: 703-521-2297	(Attach duplicate copy of this page if paying by deposit account)
	DO NOT US	E THIS SPACE
9.	is a true copy of the original document. Yolanda Reynolds	ng information is true and correct and any attached copy
	Name of Person Signing Signature	Date er sheet, attachments, and documents: <u>2</u>
	retar number of pages morading eet	

PATENT REEL: 013321 FRAME: 0023

ASSIGNMENT

WHEREAS, the below named inventor, ASSIGNOR, has made a certain new and useful invention in z ____

WATER DISTILLATION SYSTEMS

for which

(check one) [] an application is being filed concurrently herewith,

[] an application for a Patent of the United States was filed on

and given Application Serial No. PCT/AU01/00095

and WHEREAS, Aqua Dyne, Inc.

having a place of business at <u>895 Dove Street, Third Floor, Newport Beach, California 92660,</u> United States of America ASSIGNEE

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the suid ASSIGNOR, has sold, assigned, transforred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States vision, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States application under the same the priority rights derived from said United States application under the same the priority rights derived from said United States application under the same the priority rights derived from said United States application under the same the priority rights derived from said United States application under the same the priority rights derived from said United States application under the Patent. Laws of the United States, the International Convention for the Protection of Industrial Property, or any other intomational agreement or the donestic laws of the country in which any such application is flied, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all constants and relevance for said invention in any country or countries foreign to the United States and all cortes for said inventors in any country or countries foreign to the United States and all extensions, renewals and relevance for said invention in any countries foreign to the United States and all extensions, renewals and relevance for said

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR covenants and agrees that he has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR further covenants and agrees that he will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Full name of sole of (Tirst inventor Gregory Mark PAXTON	·		
Inventor's signature	Manping Mt Javeb-	Date	ويحتجز والمتحدث والمحادث والمحاد	. 2002
Residence Victoria		Citizenship Aust		
Post Office Address	60 Colburn Avenue, Victoria Point, Queens	<u>sland, 4165, A</u>	ustralia	······································

Full name of second Joint Inventor. If any Patrick Joseph GLYNN		
Second Inventor's signature	7-26	. 2002
Residence Kuraby, Queensland, Australia Citizenship Aust	ralian	
Residence Kuraby, Gueensiand, Australia		
Post Office Address 6 Yvonne Court, Kuraby, Queensland, 4165, Australia		

RECORDED: 08/02/2002