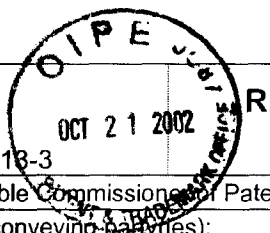


10-28-2002



IEET

Docket No. 704218-3

102262478

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

1. Name of conveying party(ies):  
Russell Teall and Ronald Franklin Sickels 10-21-02  
Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: October 21, 2002

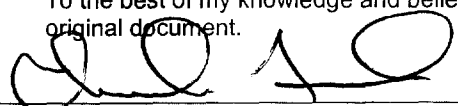
2. Name and address of receiving party:  
Name: Biodiesel Industries  
Internal Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Street Address: 4825 N. Sloan Avenue  
City: Las Vegas State: CA Zip: 89106  
Additional name(s) & address(es) attached?  Yes  No

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). 10/098,737 B. Patent No(s): \_\_\_\_\_  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Charles C. Fowler  
Internal Address: Orrick, Herrington & Sutcliffe LLP  
4 Park Plaza  
Suite 1600  
Irvine, California 92614

6. Total number of applications and patents involved: One  
7. Total fee (37 CFR 3.41): \$ 40.00  
 Enclosed  
 Charge this Deposit Account if any additional fee is required  
8. Deposit Account Number: 15-0665

**DO NOT USE THIS SPACE**

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.  
  
Date: October 21, 2002  
Charles C. Fowler, Reg No. 39,675

Total number of pages including cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

10/24/2002 CCHAU1 00000033 10098737  
44 FT:8021 40.00 OP

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**Commissioner of Patents and Trademarks**  
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ASSIGNMENT OF PATENT APPLICATION

WHEREAS, WE, **Russell Teall**, a citizen of UNITED STATES, and **Ronald Franklin Sickels**, a citizen of UNITED STATES, (hereinafter referred to as "ASSIGNORS"), have invented a certain invention entitled Production System and Method for which application for Letters Patent of the United States of America has been filed on March 15, 2002, assigned Serial No. 10/098,737; and

WHEREAS, **BIODIESEL INDUSTRIES**, a corporation organized and existing under and by virtue of the laws of the **Delaware** and having its place of business at **4825 N. Sloan Lane, Las Vegas, Nevada 89106** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention and to all Letters Patent or application or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application, and to any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the United States Commissioner of Patents and Trademarks and any officials of foreign countries whose duty it is to issue patents or any legal

equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS 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 as may be known and accessible to ASSIGNORS 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 in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Santa Barbara, California, this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
**Russell Teall**

WITNESS my hand at Templeton, California, this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
**Ronald Franklin Sickels**

equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this  
Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been  
or will be made or entered into which would conflict with this Agreement;

ASSIGNORS 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 as may be known and accessible to ASSIGNORS 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 in the United States or in any foreign country, which may be necessary or desirable  
to carry out the purposes thereof.

WITNESS my hand at Santa Barbara, California, this 21 day of October, 2002.

  
\_\_\_\_\_  
Russell Teall

WITNESS my hand at Templeton, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Ronald Franklin Sickels

equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement;

ASSIGNORS 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 as may be known and accessible to ASSIGNORS 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 in the United States or in any foreign country, which may be necessary or desirable to carry out the purposes thereof.

WITNESS my hand at Santa Barbara, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Russell Teall

WITNESS my hand at Templeton, California, this 21 day of October, 2002.

Ronald Franklin Sickels  
Ronald Franklin Sickels