

12-17-2002
102312893

I hereby certify that this Recordation Cover Sheet pertaining to a U.S. Patent Application, with the attached ASSIGNMENT, is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. §1.10 on the date subscribed, in an envelope addressed to Commissioner of Patents and Trademarks, BOX NEW APPLICATION, Washington, D. C. 20231, on

~~DECEMBER~~ 11, 2002

Ray R. Regan, Attorney for Applicant, Registration No.36,899

Express Mail Label Number: ET627242761US

Attorney Docket Number: 2224.002/I

RECORDATION COVER SHEET PATENTS ONLY

This sheet is modeled after Form PTO-1595

To: Assistant Commissioner for Patents
BOX ASSIGNMENT
Washington, D.C. 20231

Please record the attached true copy document.

1. Name of Conveying Parties: Kenneth L. Suazo, et al.
2. Name and Address of Receiving Parties: Fast Ditch, Inc., a New Mexico corporation, street address is HC 67, Box 16, Vallecitos, New Mexico 87581, and post office or mailing address HC 67, Box 16, Vallecitos, New Mexico 87581, domiciled in the United States.

3. Nature of Conveyance: Assignment of Patent.

Execution Date: ~~DECEMBER~~ 1, 2002

4. A. Application Number(s) or Patent Number(s): Applied for.
- B. If The Attached Document is Being Filed with a New Patent Application, the Execution Date of the Application: ~~DECEMBER~~ 1, 2002

5. Name and Address to Whom Correspondence Should be Mailed:

Ray R. Regan, Esq.
Attorney for Applicant
Registration Number 36,889
Mailing Address:
P.O. Box 1442

PATENT
REEL: 013571 FRAME: 0092

jc759 U.S. PTO
10/316756

12/13/2002 DENHAMU1 00000060 10316756

40.00 OP

04 FC:8021

Corrales, New Mexico 87048

Street Address:

5120 San Francisco, N.E.

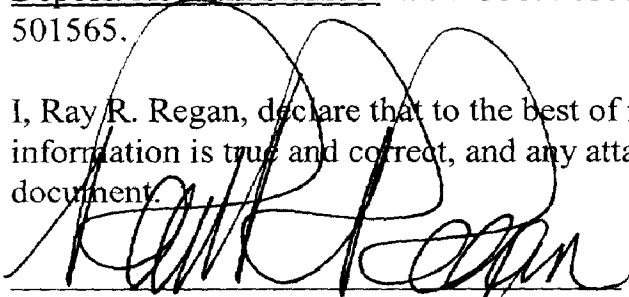
Albuquerque, New Mexico 87109

Telephone: (505) 897-7200

Facsimile (505) 897-7201

6. Total Number of Applications and Patents Involved: One (1)
7. Total Fee Enclosed: \$40.00.
8. Deposit Account Number: Law Office of Ray R. Regan, Deposit Account Number 501565.

9. I, Ray R. Regan, declare that 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.


Typed Name: Ray R. Regan

Dated the 11th day of ~~SEPTEMBER~~ DECEMBER, 2002

- [X] Total number of pages including cover sheet, any attachments, and the document: 6

**ASSIGNMENT OF INVENTIONS,
APPLICATIONS AND PATENTS**
to FastDitch, Inc., a New Mexico corporation

FOR GOOD AND VALUABLE CONSIDERATION paid to Assignors by Assignee, receipt of which is acknowledged by Assignors:

1. Assignors declare and agree that as used in this document ("Assignment") the following terms have the following meaning:

A. "Applications" means and includes both individually and collectively the Nonprovisional Application for United States Patent for the invention entitled Apparatus and Method for Transporting Water, to be filed under Express Label Number ET627242761US.

B. "Letters Patent" means and includes both individually and collectively (i) any and all letters patent issued in the United States and anywhere in the world in connection with the Applications; and (ii) any and all direct and indirect divisions, continuations, and continuations-in-part of the Application and any Letters Patent; and (iii) any and all reissues or extensions of Letters Patent; and (iv) any and all rights under any international treaties and conventions, including without limitation the International Convention for the Protection of Industrial Property; and (v) any and all applications for a patent or patents filed in countries other than the United States ("Foreign Countries"); and (v) any and all patents that issue in connection with the invention or inventions disclosed in the Application.

C. "Assignors" means Kenneth L. Suazo, HC 67, Box 16, Vallecitos, New Mexico 87581, whose post office or mailing address is HC 67, Box 16, Vallecitos, New Mexico 87581; Isaac Suazo, HC 67, Box 16, Vallecitos, New Mexico 87581, whose post office or mailing address is HC 67, Box 16, Vallecitos, New Mexico 87581; Annabelle Suazo, HC 67, Box 16, Vallecitos, New Mexico 87581, whose post office or mailing address is HC 67, Box 16, Vallecitos, New Mexico 87581; Dawn Suazo Daugherty, 17 Sandia Mountain Ranch, Tijeras, New Mexico 87059, whose post office or mailing address is 17 Sandia Mountain Ranch, Tijeras, New Mexico 87059; Juan Griego, 1151 Calle Verde, Espanola, New Mexico 87532, whose post office or mailing address is 1151 Calle Verde, Espanola, New Mexico 87532; and Julian Suazo, P.O. Box 220, Antonito, Colorado 81120, whose post office or mailing address is P.O. Box 220,

Antonito, Colorado 81120.

D. "Assignee" means FastDitch, Inc., a New Mexico corporation, HC 67, Box 16, Vallecitos, New Mexico 87581, including (i) any and all subsidiaries, affiliates and controlled companies of Assignee, and (ii) any and all successors, assigns and legal representatives of Assignee.

E. "Attorney" means Ray R. Regan, Esq., whose mailing address is P.O. Box 1442, Corrales, New Mexico 87048, and whose telephone number is (505) 897-7200..

F. "Invention" means the entire right, title and interest of Assignors in connection with the invention described in the Applications.

2. In consideration of the mutual promises provided in this Assignment, and good and sufficient consideration, receipt of which is acknowledged, Assignors assign, sell, and convey the Invention, the Applications, and the Letters Patent to Assignee.

3. Assignors also assign, sell, and convey to Assignee any and all improvements and modifications in connection with the Invention.

4. Assignors also assign, sell, and convey to Assignee the entire right title and interest of Assignors to file patent applications in Foreign Countries in connection with the Application and Invention ("Foreign Applications"), including the right to claim all benefits of any and all international conventions in connection with Foreign Applications.

5. Assignors authorize and request the United States Commissioner of Patents and Trademarks, and patent office officials in Foreign Countries who are authorized by the patent laws of the Foreign Countries to issue patents, to issue any and all Letters Patent and other forms of patents in connection with the Invention, Applications, and Foreign Applications to Assignee as owner of the entire right, title and interest in the Invention, and for the sole use and benefit of Assignee.

6. Assignors will, without receiving additional consideration and without expense to Assignors, sign any and all lawful papers and writings, and perform any and all other lawful acts Assignee may request of Assignors which are, in the sole discretion of Assignee, appropriate or necessary to fully implement and make effective this Assignment, including by way of example but not of limitation (i) promptly executing all original, divisional, continuing, continuation-in-

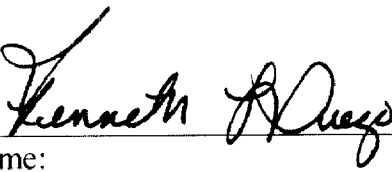
part applications, substitute, reissue, and other United States and Foreign Countries' Applications in connection with the Invention; (ii) promptly executing any and all lawful documents requested by the Assignee to further the prosecution of any Applications in connection with the Invention, and (iii) cooperating with Assignee in executing any and all lawful documents and producing evidence in connection with any nullification, reissue, extension, infringement and invalidity proceedings involving the Invention.

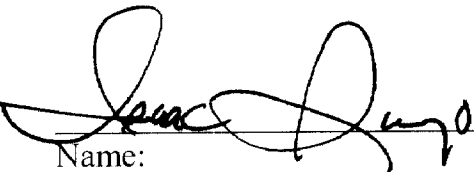
7. Assignors, for the same consideration, represent and warrant to Assignee, and to the Assignee's successors, assigns, and legal representatives, that at the time of execution and delivery of this Assignment, except for any rights, titles and interests that have arisen in favor of Assignee under law or that have already been transferred to Assignee, Assignors are joint and lawful owners of the entire right, title and interest in and to the Invention and Application; that the entire right, title and interest in and to the Invention and Application are unencumbered; and that Assignors have good and full right and lawful authority to assign, sell and convey the entire right, title and interest in and to the Invention and Application as provided in this Assignment.

8. Assignors, for the same consideration, grants to the Attorney the power to insert on this Assignment any further and additional identification which may be necessary or desirable to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment in the United States Patent and Trademark Office.

Dated by the first named Assignee on December 1, 2002

ASSIGNORS:


Name: _____


Name: _____

Janelle Suazo
Name:

[Signature]
Name:

[Signature]
Name:

[Signature]
Name:

STATE OF New Mexico)
COUNTY OF Bernalillo)

The foregoing instrument was acknowledged and sworn to before me this 6 day of December, 2002, by Dawn Daugheity

My Commission Expires:
[Signature]
Notary Public



OFFICIAL SEAL
JANEL R. SUAZO
NOTARY PUBLIC-STATE OF NEW MEXICO
My commission expires: 3/29/03

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged and sworn to before me this ____ day of _____, 2002, by _____.

My Commission Expires:

Notary Public