

FORM PTO-1595
(Rev. 3/01) Patent and Trademark Office
OMB No. 0651-0027 (exp. 5/31/2002)



U. S. DEPARTMENT OF COMMERCE

102314562

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

1. Name of conveying parties(ies):
Actisystems, Inc. 12-9-02
Additional name(s) of conveying party(ies):
Attached? Yes No

2. Name and address of receiving party(ies):
MASI Technologies, L.L.C.
5950 North Course Drive
Houston, Texas 77072
Additional name(s) & address(es)
Attached? Yes No

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2002 DEC -9 AM 11:01
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **November 17, 2000**

4. Application number(s) or patent number(s): **09/121,712 (U.S. Serial No. 5,916,849)**
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).
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Leslie V. Payne, Esq.
Conley, Rose & Tayon, P.C.
P. O. Box 3267
Houston, Texas 77253-3267

6. Total number of application and patents involved: 1
7. Total fee (37 CFR 3.41)\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number: **03-2769**
(Attach duplicate copy of this page if paying by deposit account)

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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
LESLIE V. PAYNE
Name of Person Signing *Leslie V. Payne* Signature **December 2, 2002** Date

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

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12/17/2002 LMUELLER 00000247 032769 09121712
01 FC:8021 40.00 CH

COPY

INTELLECTUAL PROPERTY ASSIGNMENT

For good and valuable consideration, including the satisfaction of their relevant obligations pursuant to the "Business Venture Agreement" between ACTISYSTEMS, INC., a corporation organized and existing under the laws of Texas, having a place of business at 1409 Pine Oak Place, Edmond, Oklahoma 73034 ("Assignor") and M-I L.L.C., Assignor agrees as follows:

A. PATENTS

Assignor hereby ASSIGNS, SELLS and CONVEYS to MASI TECHNOLOGIES, L.L.C. ("Assignee"), a limited liability company organized under the laws of Delaware, the entire right, title and interest throughout the world in and to:

1. Said inventions disclosed and claimed in the following patents and patent applications:

Patent No./Patent Appl. Serial No.	Filing Date
U.S. Pat. No. 5,881,826	02/13/97
PCT/US98/02566	02/10/98
U.S. Appl. SN 09/320,375	05/07/99
EPO Appl. SN 98906296.3	10/20/99
Norway Appl. SN 19993925	08/13/99
Mexico Appl. SN 00997467	08/12/99
Venezuela Appl. SN 274/98	02/12/98
Canada Appl. SN 2,280,713	08/11/99
U.S. Pat. No. 6,123,159	07/24/98
PCT/US99/15725	07/12/99
Venezuela Appl. SN 1428-99	07/19/99
Argentina Appl. SN P 99 01 03580	07/21/99
U.S. Appl. SN 09/591,008	06/09/00
U.S. Pat. No. 6,148,917	02/09/99
PCT/US99/31038	12/27/99
Venezuela Appl. SN 2000-000260	02/07/00
Argentina Appl. SN P 00 01 00517	02/07/00
U.S. Pat. Appl. SN 09/246,935	02/09/99
PCT/US99/31050	02/07/00
Venezuela Appl. SN 2000-000258	02/07/00
Argentina Appl. SN P 00 01 00518	02/07/00
U.S. Pat. Appl. SN 09/246,932	02/09/99
PCT/US99/31049	12/27/99
Venezuela Appl. SN 2000-000259	02/07/00
Argentina Appl. SN P 00 01 00519	02/07/00
U.S. Appl. SN 09/542,817	04/04/00
U.S. Pat. No. 5,916,849	07/24/98
Argentina Appl. SN P 99 01 03579	07/21/99

Patent No./Patent Appl. Serial No.	Filing Date
Venezuela Appl. SN 1432-99	07/19/99
PCT/US99/10047	05/07/99
U.S. Patent No. 5,977,030	01/11/99
U.S. Pat. No. 6,127,319	10/29/99

2. All applications for patent or like protection on said inventions in paragraph 1 above, that have now been or may in the future be made by Assignor or its representatives, whether in the United States or in any other country or place anywhere in the world;
3. All patents and like protection that have now been or may in the future be granted on said inventions to Assignor or its legal representatives, whether in the United States or in any other country or place anywhere in the world;
4. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, reexaminations, foreign counterparts and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
5. All rights of action on account of past, present, and future unauthorized use of said inventions or infringement of said patents, unpaid royalties and like protection;
6. The right of Assignee to file in its name applications for patents and like protection for said inventions in any country or countries foreign to the United States; and
7. All international rights of priority associated with said inventions, applications, patents, and like protection.

B. TRADEMARKS

Assignor hereby ASSIGNS, SELLS and CONVEYS to MASI TECHNOLOGIES, L.L.C. ("Assignee"), a limited liability company organized under the laws of Delaware, the entire right, title and interest throughout the world in and to:

1. The following trademarks:

AphronICSM
PolyphronICSM
ActiGuardSM
ActiVator ISM
ActiVator IISM
BlueStreakSM
Go DevilSM
Go Devil IIISM

PassiVatorSM
Tri-VisSM
Tri-Vis cP+SM
Micro-MulSM
DynaTrolSM
Micro-DyneSM

2. The goodwill symbolized by the Trademarks;
3. The right of Assignee to file in its name, registrations for said Trademarks in the United States or any country foreign to the United States; and
4. All international rights of priority associated with said Trademarks.

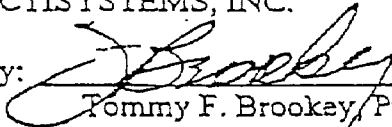
and Assignor covenants that it and its heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE the full benefit of this Assignment.

EXECUTED at the place and on the date indicated below:

ASSIGNOR

ACTISYSTEMS, INC.

By:


Tommy F. Brookey, President

Date: November 17, 2000

THE STATE OF TEXAS


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§
§

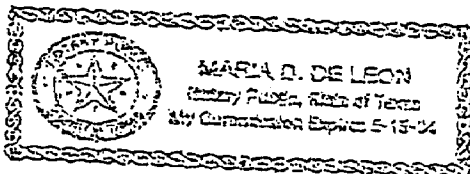
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Tommy F. Brookey, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of November 2000.

[S E A L]


Notary Public



32353.01/1594.00300

RECORDED: 12/09/2002

PATENT
REEL: 013572 FRAME: 0254