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(Rev. 03/01)		102	330186	U.S. Patent and Trademark Office	
OMB No. 0651-0027 (exp. 5/3	31/2002)	.1.5	JILI		
To the Honorable Con	nmissioner of Patents	and Trademarks: P	lease record the attached orig	ginal documents or copy thereof	
Name of conveying party(ies):			2. Name and address of receiving party(ies)		
Nikolay Voutchkov			Name: Poseidon Resources Corporation		
	12-3	0-02	Internal Address:	<u> </u>	
	, ,		Street Address:	Corporation	
Additional name(s) of conve attached?	eying party(ies)	Yes x No	Poseidon Resources 1055 Washington Bo	Corporation	
3. Nature of Conveya	nce:		8th Floor	ני	
x Assignment	Merg	ger			
Security Agreeme	ent Cha	nge of Name	City: Stamford		
Other			State: CT	Zip: 06901	
Execution Date:	December 19	2002	Additional name(s) &	Yes X No	
Execution Date	December 13	5, 200Z	address(es) attached:		
4. Application number	er(s) or patent num	ber(s):			
If this document is being t	filed together with a ne	w application, the ex	ecution date of the new applica	tion is: December 19, 2002	
A. Patent Application	n No.(s):		B. Patent No.(s):		
	330207				
101	330 00 1				
	Additiona	al numbers attache	ed? Yes x No		
Name and address of party to whom correspondence concerning document should be mailed:			6. Total number of applic patents involved:	ations and1	
Name: Donald A. Gregory DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP			7. Total fee (37 CFR 3.4	41) \$ 40.00	
Internal Address: Atty. Dkt.: P7645.0015/P002			Enclosed		
Street Address:			Authorized to be	e charged to deposit accoun	
2101 L Street NW				e charged to credit card	
			(Form 2038 enclose	-	
			8. Deposit account num	ber:	
City:		Zip:		04-1073	
Washington	DC 2	20037-1526	(Attach duplicate copy of this	s page if paying by deposit account	
		DO NOT USE	THIS SPACE		
9. Statement and signa	iture.		- ^		
		, the foregoing info	mation is true and correc	t and any attached copy	
is a true copy of the o	original document.		1111		
Donald	A. Gregory		1111	December 30, 2002	
Name of Person Signing Signature Date					
Total number of pages including cover sheet, attachments, and documents:5					
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ASSIGNMENT BY INVENTOR

THIS ASSIGNMENT, made by Nikolay Voutchkov (hereinafter referred to as Assignor), residing at 200 Broad Street, Apartment 2450, Stamford, Connecticut 06901;

WHEREAS, Assignor has invented certain new and useful improvements in DESALINATION SYSTEM, set forth in a Patent application for Letters Patent of the United States, filed herewith; and

WHEREAS, Poseidon Resources Corporation, a organized under and pursuant to the laws of Connecticut having a place of business at Poseidon Resources Corporation, 1055 Washington Boulevard, 8th Floor, Stamford, Connecticut 06901 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefore and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property including all rights of priority, the same to be held and enjoyed by Assignee, for its own use and benefit and the

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use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

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AND Assignor hereby requests the Commissioner of Patents and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Gary M. Hoffman	26,411
Thomas J. D'Amico	28,371
Donald A. Gregory	28,954
James W. Brady, Jr.	32,115
Jon D. Grossman	32,699
Mark J. Thronson	33,082
Eric Oliver	35,307
Edward A. Meilman	24,735
Stephen A. Soffen	31,063
Steven I. Weisburd	27,409

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

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Mikolay Noutchkov

Date: December 18, 2002	
United States of America) State of $Connecticut$) ss.: County of $FAIRFIELD$)	
On this 19th day of <u>December</u> personally came Nikolay Voutchkov	, 2002 , before me
described in and who executed the foregoing is of the same.	nstrument, and acknowledged execution
	Margaret Jane Drzyzyn Notary Public

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MARGARET JAME DRZYZGA NOTARY PUBLIC MY COMMISSION EXPERS JULY 31, 2003

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RECORDED: 12/30/2002

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