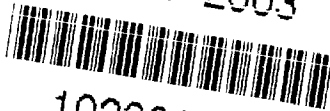


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OMB No. 0651-0027 (exp. 6/30/2005)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):  
Lester Leroy Nighswonger  
3403  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: American Soil Technologies, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 215 Marengo Avenue, Suite 110  
City: Pasadena State: CA Zip: 91101  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 1/22/2003

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) 10/350728, 10/350847, 10/351857  
B. Patent No.(s) \_\_\_\_\_  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Ellis & Venable, PC  
Internal Address: \_\_\_\_\_  
Street Address: 101 N. First Ave., Suite 1875  
City: Phoenix State: AZ Zip: 85003

6. Total number of applications and patents involved: 3  
7. Total fee (37 CFR 3.41).....\$ 120.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_

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9. Signature.  
Joseph R. Meaney  
Name of Person Signing

Signature

2/21/03  
Date

Total number of pages including cover sheet, attachments, and documents: 4

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

03/05/2003 EDCOOPER 00000163 10350728

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120.00 DP

PATENT  
REEL: 013803 FRAME: 0071

### ASSIGNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of January 22, 2003 by and between, Lester Leroy Nighswonger, having an address of 1303 Windsor Dr. Cedar Falls Iowa 50613 ("Assignor"); and American Soils Technologies, Inc. ("Assignee"), a Nevada corporation, having a place of business at 215 N. Marengo Avenue, Suite 110, Pasadena California, 91101.

**This Agreement is based on the following premises and objectives:**

- A. Assignee makes no representation regarding Assignor's contribution to the conception or reduction to practice of any invention or technology included within the Patent Rights. Assignee nonetheless desires to acquire the entire and exclusive right, title and interest in, to and the Letters Patent, applications for Letters Patent and any respective inventions disclosed and claimed therein, listed on Exhibit A attached hereto, all hereinafter collectively referred to as the "Patent Rights."
- B. While Assignor makes no guarantee regarding the ultimate patentability of any invention disclosed in the Patent Rights, Assignor likewise desires to assign any and all right title and interest in, to and under the Patent Rights to Assignee;

**Assignor agrees as follows:**

For good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Patent Rights, and all other patent rights that may be based thereon, including all foreign and domestic Letters Patent and applications for Letters Patent, and any renewals, divisions, reissues, continuations, continuations-in-part and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Letters Patent may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Patent Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Assignor has read each listed document on Exhibit A and hereby represents and warrants that it has full legal right; power and authority to sell, assign and transfer the Patent Rights, and that there are no outstanding licenses or unrecorded rights in third parties to use the Patent Rights. The Assignor hereby agrees not to execute any agreement in conflict with this assignment.

The Assignor agrees to execute and deliver all papers and cooperate to protect and perfect title to the Patent Rights in Assignee, its successors and assigns. The Assignor hereby authorizes and request the Commissioner of Patents, or other proper governmental authority, to issue to Assignee, its successors and assigns, all Letters Patent or other patent rights included within the Patent Rights or issuing therefrom.

The Assignor hereby agrees to communicate to Assignee any facts known that affect the Patent Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection under the Patent Rights in all countries.

The Assignor agrees that: this Agreement is to be construed according to the laws of the State of California and that venue is proper in California's state courts; if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach; the provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties; this Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification shall be effective under any circumstances whatsoever; the terms of this Agreement are reasonable and that I have the right to have this Agreement reviewed by anyone of my choosing, including an attorney; and that Ellis & Venable is not representing Assignor individually in this Agreement or in related matters.

IN WITNESS WHEREOF, each participant has caused this Agreement to be signed on the date first written above.

**ASSIGNOR:**

*Lester Leroy Nighswonger*  
By: Lester Leroy Nighswonger

State of IOWA )  
 ) ss  
County of Black Hawk )

On this 1/22/03 (date), before me personally appeared Lester Leroy Nighswonger, to me known to be the person described in and who executed the foregoing assignment, and acknowledged that he executed the same as his free act and deed.

2/2/05  
Expiration Date

*Vicki J. Kamienski*  
Notary Public



**EXHIBIT A**

U.S. Patent Applications entitled:

1. FLUID INJECTION APPARATUS HAVING FRAME LEVERS.
2. FLUID INJECTION APPARATUS HAVING LIFT ASSEMBLY SHAFT LEVERS.
3. FLUID DISTRIBUTION ASSEMBLY.