

Client Code: KHACH.002CDV2**RECORDATION FORM COVER SHEET
PATENTS ONLY**

TO THE ASSISTANT COMMISSIONER FOR PATENTS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

HARTZ INTERNATIONAL, INC

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

2. Name and address of receiving party(ies):

Name: HIDDEN VALLEY N. V.

Address: Netherlands Antilles of 22-24 Castorweg,
Curaçao

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
 () Merger
 () Security Agreement
 () Change of Name
 () Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) July 1, 2003

4. Application number(s) or Patent number(s):

() Application(s) filed herewith Execution Date(s):

() Patent Application No.:
Filing Date:(X) Patent No.: 6,565,805
Issue Date: May 20, 2003

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lang J. McHardy
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Fourteenth Floor

Street Address: 2040 Main Street

City: Irvine State: CA ZIP: 92614

Attorney's Docket No.: KHACH.002CDV2

7. Total fee (37 CFR 1.21(h)): \$40

(X) Authorized to be charged to deposit account.

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

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.

Lang J. McHardy

Name of Person Signing

Signature

Date

50,591

Registration No.

Total number of pages including cover sheet, attachments and document: 8

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
 Director, U.S. Patent and Trademark Office
 P.O. Box 1450
 Alexandria, VA 22313-1450

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 091503

CH \$40.00 111410 6666806

DATED 1 July **2003**

HARTZ INTERNATIONAL, INC (1)

HIDDEN VALLEY N. V. (2)

PATENT ASSIGNMENT

I hereby certify this to be a true
and complete copy of the original

Signed Edwin Coe
a partner in the firm of EDWIN COE, Solicitors
this 13 day of August 2003

EDWIN COE
2 Stone Buildings
Lincoln's Inn
London
WC2A 3TH

Ref: 68-19937

ASSIGNMENT

DATE: 01-07-2003

PARTIES:

- (1) **HARTZ INTERNATIONAL, INC** a company incorporated in California of 1335 5th Street #11, Glendale, California 91201 (the "Assignor"); and
- (2) **HIDDEN VALLEY N. V.** a company incorporated in Netherlands Antilles of 22-24 Castorweg, Curacao (the "Assignee").

INTRODUCTION

- (A) The Assignor is the registered proprietor and beneficial owner of the patents listed in Schedule 1 (the "Patents") and is the beneficial owner of the patent applications listed in Schedule 2 (the "Applications") all of which stand or are proceeding in the name of the Assignor.
- (B) The Assignor has agreed to assign the Patents and the Applications to the Assignee for the consideration set out below.

OPERATIVE PROVISIONS**1 ASSIGNMENT**

- 1.1 In consideration of the payment by the Assignee to the Assignor of the sum of £1.00 (the receipt of which the Assignor hereby acknowledges) the Assignor hereby **ASSIGNS** to the Assignee absolutely and free from any incumbrances:

- 1.1.1 the entire right title and interest in and to:

- (a) the Patents; and
 - (b) the Applications to the intent that the grant of any patents thereon shall be in the name of and vest in the Assignee;

together with all rights and powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any infringement of such rights or other acts within the scope of the claims of any published specification of any of the

Patents or accompanying any application therefor or accompanying any of the Applications occurring prior to the date hereof;

1.1.2 the right to apply for prosecute and obtain patent or similar protection throughout the world in respect of the inventions (the "Inventions") claimed in the Patents and the Applications including the right to claim priority therefrom to the intent that the grant of any patents or similar protection shall be in the name of and vest in the Assignee.

1.2 The assignment effected at Clause 1 is made with full title guarantee but in the event of any conflict or inconsistency between the covenants thereby implied by law and the express terms of this Agreement, the express terms of this Assignment shall prevail.

2 FURTHER ASSURANCE

2.1 The Assignor agrees that at the request and cost of the Assignee it will at all times hereafter do all such acts and execute all such documents (including the making of or deposing to any declaration or oath) as may reasonably be necessary or desirable to secure the vesting in the Assignee of all rights assigned to the Assignee hereunder the Assignor hereby irrevocably appoints ^{Star Vale B.V.} the Company as its Attorney in its name to execute any document and do any act or thing which may be necessary to comply with the provisions of this clause and to secure registration of this Assignment at the Patent Offices at which the Patents are registered and the Applications are proceeding.

2.2 The Assignor agrees that at the request and cost of the Assignee it will render all such assistance of which it is capable as may be required by the Assignee for the purpose of obtaining patents in respect of the Inventions (whether or not pursuant to the Applications), in support of any action for infringement of the Patents or any patents granted in respect of the Inventions (whether or not pursuant to the Applications) and in any proceedings in which the validity of any of the Patents or such patents is put in issue.

3 WARRANTIES AND INDEMNITY

3.1 The Assignor warrants that:-

3.1.1 it is the sole proprietor and beneficial owner of the Patents and the Applications and has full power to enter into this Agreement;

3.1.2 the Patents and the Applications are subsisting and all renewal and other fees due in respect thereof have been paid;

- 3.1.3 it has not granted any licences to use any of the Inventions and has not suffered any of the Patents or the Applications to be the subject of any charge, mortgage or other incumbrance;
- 3.1.4 it has not done or omitted to do any act matter or thing which may cause any of the Patents to lapse prematurely or become the subject of a compulsory licence or which may prevent patents being granted on the Applications or cause any such patents to be invalid;
- 3.1.5 it has not received any notice and is not aware that any person is infringing any of the Patents or is carrying out acts falling within the scope of the claims of any specification accompanying any of the Applications;
- 3.1.6 it has not received any notice and is not aware that the exploitation of any of the Inventions in any way whatsoever will infringe the intellectual property or other rights of any third party; and
- 3.1.7 Neither the Patents nor the Applications are the subject of any revocation, opposition or similar proceedings (whether actual or threatened) and the Assignor is not aware of any allegation that any of the Patents is invalid or that any of the Applications would, if granted, result in an invalid patent.

- 3.2 The Assignor agrees to indemnify and keep indemnified the Assignee against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Assignee on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of the above warranties or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

4 PROVISION OF DOCUMENTATION

The Assignor agrees, upon execution by it of this Agreement, to hand over to the Assignee all documents, correspondence, notes, drawings, models, prototypes and other items relating to the Inventions, and the Patents and the Applications.

5 GOVERNING LAW

The parties agree that this Agreement shall be governed by and construed in accordance with law of California.

IN WITNESS of these matters this document has been executed by the parties on the date set out at the beginning of this Assignment.

[Handwritten signature]

SCHEDULE 1**The Patents**

Country	Patent No	Date of Grant	Title
US	5911957	15 June 1999	Ozone Generator
US	6368641	9 April 2002	Lactic acid food products

SCHEDULE 2**The Applications**

Country	Application No	Date of Application	Title
US	09/974660	9 Oct 2001	Ozone generator for deodorizing shoes.
US	09/397749	16 Sept 1999	Ozone Generator
China	00802246.1	15 Sept 2000	Ozone Generator
Japan	2001-523320	15 Sept 2000	Ozone Generator
South Korea	10/2001-7006440	15 Sept 2000	Ozone Generator
US	09/928917	13 Aug 2001	Method of obtaining ethyl alcohol or aqueous-alcoholic solution for preparation of vodka
US	09/317362	24 May 1999	Ozone Generator
US	09/973859	9 Oct 2001	Ozone generator for treating clothing
US	09/974426	9 Oct 2001	Ozone generator for sterilising medical equipment

SCHEDULE 3**The subsisting licences**

Parties	Date	Term	Royalties
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SIGNED by Robert Khatchaturyan
for and on behalf of PRESIDENT
HARTZ INTERNATIONAL, INC
in the presence of:

Witness' signature:

Name: ASMIK AROUTOUNIAN

Address: 3221 CASTLEMAN CN.
BURBANK, CA 91504

SIGNED by
for and on behalf of
HIDDEN VALLEY N. V.
in the presence of:

Witness' signature:

Name: Florealen Apostol

Address: C/o Castorweg 22-24

Mutual Trust Curacao N.V.

By: Tama Trust Management N.V.

Title: Managing Director

By: Wilfred R. Flocken- Robert J. Huizen

Date: 29 July 2003