

05-21-2003



HEET

TO: Honorable Con. 102453550	
Please record the attached original document or copy thereof.	
1. NAME OF PARTY(IES) CONVEYING AN INTEREST: Universal Tech Corporation Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. NAME AND ADDRESS OF RECEIVING PARTY(IES): UteC Corporation, LLC. (A Nevada Limited Liability Company) 9950 Claymore Drive Dallas, Texas 75243 Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. NATURE OF CONVEYENCE: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Date of Execution: December 6, 2002	FINAL SECTION
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. Filed: Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	B. Patent Registration: No. 5,608,184 Issued 03/04/97; No. 6,214,140 Issued 04/10/01; No. 5,536,897 Issued 07/16/96; No. 5,612,507 Issued 03/18/97 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED: Cline H. White Jackson Walker, LLP 112 E. Pecan, Suite 2100 San Antonio, Texas 78205	6. TOTAL NUMBER OF APPLICATIONS AND PATENTS INVOLVED: 4
7. TOTAL FEE (37 CFR 3.41): \$115. <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to Charge Account No. 07-2400 for any deficiency in fees.	8. DEPOSIT ACCOUNT NUMBER 07-2400. (Attach duplicate copy of this form if paying by deposit account.)
DO NOT USE THIS SPACE	
9. STATEMENT AND SIGNATURE: To the best of my knowledge and belief, the foregoing information is true and correct and my attached copy is a true copy of the original document.	
CLINE H. WHITE	Date 5/15/03

05/21/2003 ECOOPER 00000046 072400 5608184

01 FC:8021 3368327-1 115.00 CH 115.00 OP

Assignment of Patents

ASSIGNMENT OF PATENTS made and entered into on the 6th day of December, 2002, by Universal Tech Corporation, an Oklahoma corporation, ("**Assignor**"), to UTeC Corporation, LLC, a Nevada limited liability company ("**Assignee**").

RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated December 6, 2002 (the "**Agreement**"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Patents**").

NOW, THEREFORE, effective as of 12:01 a.m. C.S.T. on December 1, 2002, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents on the date first above written.

Universal Tech Corporation

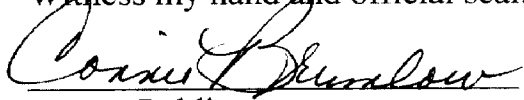
By: 
Tony M. Shelby, Vice President

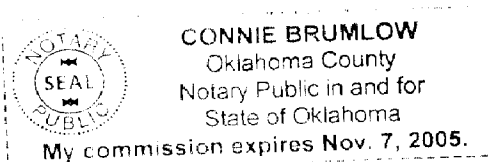
[SEAL]

State of Oklahoma)
) ss.:
County of Oklahoma)

On this 6th day of December, 2002, before me, Connie Brumlow, personally appeared Tony M. Shelby, Vice President of Universal Tech Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public
Commission # 01018591



SCHEDULE A

Registered Patents

<u>Patent</u>	<u>Serial/Reg. No.</u>	<u>Registration</u>	<u>Date</u>
“Alternative Use of Military Propellants as Novel Blasting Agents”	5,608,184 PCT/US96/01284	United States Europe	03/04/97 pending
“Development of New High Energy Blasting Products Using Demilitarized Ammonium Picrate”	6,214,140	United States	04/10/01
“Beneficial Use of Energy-Containing Wastes” ¹	5,536,897	United States	07/16/96
“Beneficial Use of Energy-Containing Wastes” ¹	5,612,507	United States	03/18/97

Patent Pending Applications

<u>Patent</u>	<u>Application Number</u>	<u>Application Date</u>
NONE		

¹ Fifty percent (50%) owned with United Technologies Corporation.