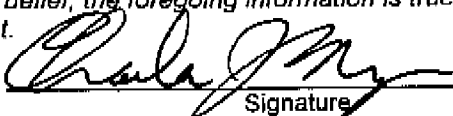


Form PTO-1595 (Rev. 08/03) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies):  <b>BIODIGESTOR TECHNOLOGIES</b>			2. Name and address of receiving party(ies) Name <u>BACTEE SYSTEMS, INC.</u> Internal Address _____ _____ _____ Street Address <u>830 S. 48<sup>TH</sup> STREET</u> _____ _____ City <u>GRAND FORKS</u> State <u>ND</u> Zip <u>58201</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date: <u>January 24, 2001</u>			4. Application number(s) or registration 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) _____ B. Patent No.(s) <u>08/482,445</u> <u>08/215,280</u> <u>08/472,408</u> Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name <u>Charles J. Meyer</u> Internal Address <u>Woodard, Emhardt, Moriarty, McNett,</u> <u>&amp; Henry LLP</u> Street Address <u>111 Monument Circle</u> <u>Suite 3700</u> City <u>Indianapolis</u> State <u>IN</u> ZIP <u>46204</u>			6. Total number of applications and patents involved: <span style="border: 1px solid black; padding: 0 5px;">3</span> 7. Total fee (37 CFR 3.41) <u>\$120.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
8. Deposit account number: <u>23-3030</u> (Attach duplicate copy of this page if paying by deposit account)			<b>DO NOT USE THIS SPACE</b>		
9. Statement and Signature. <i>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.</i> <u>Charles J. Meyer</u>  Name of Person Signing                      Signature					
Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 0 5px;">9</span>			Date <u>November 3, 2003</u>		

Mail documents to be recorded with required cover sheet information to: 006228-000002.CJM/dys.248945  
 Director of the U.S. Patent and Trademark Office, Mail Stop Assignment Recordation Services  
 P.O. Box 1450, Alexandria, VA 22313-1450  
 or VIA FACSIMILE (703) 306-5895

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## **PURCHASE AGREEMENT**

**WHEREAS**, BioDigester Technologies, Inc., a North Dakota corporation (hereinafter referred to as "Seller") wishes to dispose of certain assets, including its obligations and rights under that certain Joint Venture Agreement known as "BDT/LPH" as well as certain other assets, and

**WHEREAS**, BACT Systems, Inc., a North Dakota corporation (hereinafter referred to as "Buyer" has agreed to purchase said assets.

**THEREFORE**, in consideration of the covenants and agreements herein contained, the parties agree as follows:

**1. TRANSFER OF ASSETS:** Upon payment to Seller of the sums set forth in II. below Seller shall grant by Bill of Sale and such other documents, certificates and instruments as may be necessary to grant unto Buyer the following described property:

1. All rights to the Joint Venture known as BDT/LPH and to the contract between the BDT/LPH Joint Venture and the City of Grand Forks along with supporting documents and related assets including but not limited to:
  - A. The actual contract
  - B. All project files, mechanical and process drawings, sketches, submittal, manuals, training materials, and 'referral relationship rights'
  - C. All insurance documents/policies including but not limited to:
    - i. Liability insurance
    - ii. Key man life insurance
  - D. All vendor information including but not limited to:
    - i. Invoices
    - ii. Shipping Documents
  - E. Any and all inventory or work-in-process
2. BDT-derived microbubble generation technology and microbubble flotation technology. All laboratory notebooks and prototype hardware.
3. All notes, sketches, drawings, and calculations for a BDT-designed packaged wastewater treatment system.
4. Patents on GRS equipment obtained by BDT through Contract for Sale with PCT
5. All of the EnTech Industries, Inc. Stock
6. BDT-derived compost technology as documented in and along with project files, submittals, manuals, hardware and process drawings, data log books,

In the event the provisions of this Paragraph should be deemed to exceed the time or geographic limitations permitted by applicable law then such provision shall be reformed to the maximum time or geographic limitations permitted by the applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on January 24, 2001.

BioDigestor Technologies, Inc.

By Richard G. Becker

Its: President/CEO

and

By Mark Arnold

Its: Secretary

BACT Systems, Inc.

By Michael J. Burt

Its: President

and

By John J. Burt

Its: President

**CONTRACT OF SALE**  
**AGR\_PCTrev9.rtf**

This Agreement ("Agreement") is made effective as of June 3, 1998, between BioDigester Technologies at Grand Forks, North Dakota 58201, (BUYER) (hereafter, "BDT") and PCT, Inc., of Davenport, Iowa (SELLER) (hereafter, "PCT").

**WITNESSETH:**

**WHEREAS**, SELLER desires to sell certain assets of PCT, and

**WHEREAS**, BUYER desires to purchase these assets from SELLER under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties have agreed and by these presents do agree as follows:

**ARTICLE 1: PURCHASE AND SALE OF ASSETS**

1.01 On the Closing Date (hereinafter defined) the SELLER shall sell and BUYER shall purchase all the SELLER's right, title, and interest in and to the following designated assets of PCT as the same shall exist on the Closing Date (collectively, the "ASSETS"):

(a) All intangible assets associated with PCT's product line known as "Grit Recycling System", including, without limitation, such associated tangibles like copies of all pertinent books and records, customer lists, all drawings, blueprints, plans and specifications used or useful in connection with the SELLER's businesses of said Grit Recycling Systems;

(b) In respect to the Grit Recycling System Business of PCT, rights, privileges, and interests, including, without limitation, those arising under or by reason of written contracts, agreements, permits, agreements or arrangements of lease with respect to intangible property as above, or interests therein, consents, licenses, authorities, certificates, agreements with suppliers or customers, and any and all management or agency agreements or arrangements.

(c) All patents enumerated and listed in Exhibit B, or licenses, Trademarks listed in Exhibit C, permits or authorizations creating or setting forth obligations, rights, privileges, or interests issued or granted by governmental authorities or private parties to maintain and operate the Grit Recycling System business of PCT.

**ARTICLE 11: NON-COMPETITION**

SELLER discloses and BUYER acknowledges that SELLER reserves the right to continue in its normal business operations to develop and prototype certain abrasive blasting accessories that do not infringe with the Grit Recycling System business sold herein, to BioDigester Technologies. IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**ARTICLE 12: RATIFICATION**

This Agreement becomes effective only when signed by all Parties below and when ratified by the Board of Directors of BDT, as verified by a Ratification Resolution, to be attached to this Agreement as Exhibit E.

**SELLER:****PCT, Inc.**

By: Terrance W. Thompson Date: 6-9-98  
Terrance W. Thompson, President

**BUYER:****BioDigester Technology, Inc.**

By: Don V. Mathsen Date: 6/4/98  
Don V. Mathsen, CEO

**Ratified and Endorsed by BUYER's Board of Directors:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
H. Peter Hombach, President

**EXHIBIT B**

*Identification of PCT Patents*

<u>DATE FILED</u>	<u>SERIAL NUMBER</u>	<u>NAME</u>
June 7, 1995	08/482,445 (divisional of 08/215,280)	Abrasive Grit Material Recovery System
<del>July 5, 1996</del>	<del>08/675,919</del>	<del>Abrasive Grit Material Recovery System</del> <i>van 6-10-98</i>
March 21, 1994	08/215,280	Abrasive Grit Material Recovery System
June 7, 1995	08/472,408 (divisional of 08/215,280)	Abrasive Grit Material Recovery System

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*van*

**EXHIBIT C**

*PCT, Inc. trademarks usable by BioDigestors Technologies or subsidiaries*

**GRS**

**Grit Recycling Systems**

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