


Form PTO-1595 (Rev. 08/03) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings → → →		RECORDATION FORM COVER SHEET PATENTS ONLY		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): PCT, INC.		2. Name and address of receiving party(ies) Name <u>BIODIGESTOR TECHNOLOGIES</u> Internal Address _____ _____ _____ Street Address <u>830 S. 48TH 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			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other - Corrective Assignment to reverse the Assignor & Assignee recorded on 11/3/03 at 014100/004. Execution Date: June 3, 1998		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) _____ 08/482,445 08/215,280 08/472,408 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>& 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: <u>3</u> 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)			
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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>  <u>November 6, 2003</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>10</u>					

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Form PTO-1595 (Rev. 08/03) OMB No. 0481-0027 (exp. 8/31/2003) Tab settings → → →		RECORDATION FORM COVER SHEET PATENTS ONLY		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): BIODIGESTOR TECHNOLOGIES			2. Name and address of receiving party(ies) Name <u>PCT, INC.</u> Internal Address _____ Street Address <u>5439 TREMONT AVENUE</u> City <u>DAVENPORT</u> State <u>IOWA</u> Zip <u>52804</u> Additional name(s) & address(es) 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>June 3, 1998</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, & Henry LLP</u> Street Address <u>111 Monument Circle</u> <u>Suite 1700</u> City <u>Indianapolis</u> State <u>IN</u> ZIP <u>46204</u>			6. Total number of applications and patents involved: <u>3</u> 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)		
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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. <u>Charles J. Meyer</u>  <u>November 3, 2003</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: <u>7</u>					

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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
Terrance W. Thompson, President

Date: 6-9-98

BUYER:**BioDigester Technology, Inc.**

By: Don V. Mathsen
Don V. Mathsen, CEO

Date: 6/4/98

Ratified and Endorsed by BUYER's Board of Directors:

By: _____
H. Peter Hombach, President

Date: _____

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
July 5, 1996	08/675,919	Abrasive Grit Material Recovery System <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

EXHIBIT C

PCT, Inc. trademarks usable by BioDigestors Technologies or subsidiaries

GRS

Grit Recycling Systems

John
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