

Client Code: ORYXENG.056A**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)

Frederick L. Jordan

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

☐ Yes ☒ No

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

Name: Frederick L. Jordan

Street Address: 2051 La Colina Drive

City: Santa Ana State: CA ZIP: 92104

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

☐ Yes ☒ No

3. Nature of conveyance:

- ☐
- Assignment
-
- ☐
- Merger
-
- ☐
- Security Agreement
-
- ☐
- Change of Name
-
- ☒
- Other: Declaration of Inventor - Frederick L. Jordan

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) September 12, 2002

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

☐ Application(s) filed herewith Execution Date(s):☐ Patent Application No.:
Filing Date:☒ Patent No.: 6,193,766
Issue Date: February 27, 2001Additional numbers attached? ☐ Yes ☒ No

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

Name: Rose M. Thiessen
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.: ORYXENG.056A

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

- ☐
- Enclosed
-
- ☒
- 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.

Rose M. Thiessen

Name of Person Signing

Signature

Date

40,202

Registration No.

Total number of pages including cover sheet, attachments and document: 5

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

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PATENT
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PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor	:	Frederick L. Jordan)
Pat. No.	:	5,826,369)
For	:	CHLOROPHYLL BASED)
		FUEL ADDITIVE FOR)
		REDUCING POLLUTANT)
		EMISSIONS)
Pat. No.	:	6,193,766)
For	:	ALFALFA EXTRACT FUEL)
		ADDITIVE FOR REDUCING)
		POLLUTANT EMISSIONS)

DECLARATION OF
FREDERICK L. JORDAN

United States Patent and Trademark Office
P.O. Box 2327
Arlington, VA 22202

Dear Sir:

I, Frederick L. Jordan, declare as follows:

1. I am a citizen of the United States residing at 2051 La Colina Drive, Santa Ana, California, 92705. I am the sole inventor on U. S. Patent No. 5,826,369 ("the '369 Patent") entitled "CHLOROPHYLL BASED FUEL ADDITIVE FOR REDUCING POLLUTANT EMISSIONS" which issued on October 27, 1998. I am also the sole inventor on U. S. Patent No. 6,193,766 ("the '766 Patent") entitled "ALFALFA EXTRACT FUEL ADDITIVE FOR REDUCING POLLUTANT EMISSIONS" which issued on February 27, 2001.

2. On August 19, 1993, I entered into a Shareholder Agreement with Barto/Jordan Company, Inc. ("Barto/Jordan"), a California corporation. The Shareholder Agreement included an Employment Agreement as an appendix. The Employment Agreement was incorporated by

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reference into the Shareholder Agreement. A copy of the Shareholder Agreement with its appended Employment Agreement is attached to this declaration as Exhibit 1.

3. Under the terms of the Shareholder Agreement, Barto/Jordan was required to issue 1,000 shares of common stock, with 500 shares to be owned by me and 500 shares to be owned by Jerrel C. Barto ("Barto"). However, I never received any indication that the 500 shares to be owned by me were ever issued by Barto/Jordan.

4. Under Article 1.2 of the Shareholder Agreement, I contributed some of my existing technology to Barto/Jordan. My contribution included the subject matter of U.S. Patent No. 4,274,835 ("the '835 Patent"). Although this patent expired in 1999, several years of patent term were remaining at the time I entered into the Shareholder Agreement.

5. The Employment Agreement required that if I developed any additional technology in the fields of petrochemical fuels and/or fuel additives, I would assign the additional technology to Barto/Jordan. On December 7, 1993, I filed U.S. Patent Application No. 08/163,651 ("the '651 Application"). In accordance with the Employment Agreement, I executed an assignment of my rights in the '651 Application to Barto/Jordan.

6. In the early 1990's, Barto purchased Paramount Petroleum Corporation ("Paramount"), 14700 Downey Avenue, Paramount, California, 90723, with EOTT Energy Partners, then a division of Enron Corporation, as guarantor. Barto became Chairman of the Board of Paramount. On behalf of Barto/Jordan, Barto subsequently entered into a transaction with Glenn Lingle, then President of Paramount, to provide additive to Paramount for the production of CARB-certified diesel fuel. The additive was based solely on technology developed by me and contributed by me to Barto/Jordan under the Shareholder Agreement.

7. Barto/Jordan began providing additive to Paramount in or about September 1995. Barto/Jordan rented facilities from Fletcher Oil & Refining ("Fletcher"), 24721 South Main Street, Carson, California, 90745, in order to produce the additive. Fletcher was controlled and at least partially owned by Barto. In 1996, Bill Thorpe, then Manager at Fletcher, showed me a document purported to be a check made out to Fletcher from Barto/Jordan in an amount in excess of \$50,000, which was said to be payment for facilities use by Barto/Jordan in manufacturing additive for Paramount.

8. Article 4(d) of the Shareholder Agreement required that "Barto/Jordan shall not cause or permit the company to enter into any transaction with any shareholder, or any affiliate of

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any shareholder, without unanimous approval of the shareholders." The term "affiliate" is not expressly defined in the Agreement. However, both Paramount and Fletcher were controlled and at least partially owned by Barto.

9. My consent, as a shareholder of Barto/Jordan, was never requested, much less obtained, to approve the transaction whereby a payment of a fee was made to Fletcher for use of their facilities to manufacture additive. Neither was my consent requested or obtained to approve the transaction to enter into an agreement with Paramount to provide them with additive. Accordingly, I now believe that when Barto entered into transactions on behalf of Barto/Jordan with Fletcher and Paramount, Article 4(d) of the Shareholder Agreement was breached.

10. Based on my knowledge of the number of gallons of diesel fuel treated and the agreed upon price per gallon, of diesel fuel treated, the sales of additive grossed Barto/Jordan approximately \$395,000 in 1995 and approximately \$7,000,000 in 1996. I never received a distribution from Barto/Jordan of any profit generated by this, or any other, transaction.

11. On June 27, 1996, Barto on behalf of Barto/Jordan filed U.S. Patent Application No. 08/670,154 ("the '154 Application") on a fuel additive invented solely by me. A continuation of this application was subsequently filed by Barto/Jordan and the '154 Application was abandoned. The continuation, U.S. Patent Application No. 09/036,968 ("the '968 Application"), issued as the '766 Patent.

12. I never approved the text of the '154 Application, and accordingly, did not execute a Declaration in either the '154 Application or the '968 Application. Since the Shareholder Agreement had been breached, I did not execute an Assignment for either application.

13. Because of Barto's and/or Barto/Jordan's breach of the Shareholder Agreement and Employment agreement prior to the application for the '766 Patent, I am under no obligation to assign the '766 Patent to Barto/Jordan. Accordingly, I believe I am presently the owner of a 100% interest in the '766 Patent.

14. On September 23, 1996, I filed U.S. Patent Application No. 08/717,844 ("the '844 Application"), which was a continuation-in-part application of the '651 Application (referred to in paragraph 5 hereof). After reviewing the application and approving its contents, I executed a Declaration for the '844 Application. However, in view of the breach referred to above, I never

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executed an assignment of the '844 Application. The '844 Application issued as the '369 Patent on October 27, 1998.

15. The '369 patent contains 17 claims, every one of which relates to a composition comprising chlorophyll or a use thereof. In contrast, the '651 Application contains no disclosure of chlorophyll. Accordingly, although the '369 patent issued on a continuation-in-part of the '651 application, none of the claims of the '369 patent are supported by the '651 application in the manner required by 35 U.S.C. § 112. Therefore, my assignment of the '651 application and the subject matter thereof to Barto/Jordan did not include an assignment of the subject matter claimed in the '369 patent, and I believe I am presently the owner of a 100% interest in the '369 patent.

16. Moreover, based on Barto's complete disregard for the terms of the Shareholder Agreement, I believe that my assignment of the '651 application and the subject matter thereof to Barto/Jordan was obtained under false pretences. As a result, I believe I retain the equitable rights to the subject matter of the '651 application.

17. The undersigned declares further that all the statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code.

Dated: 9-12-02

Frederick L. Jordan
Frederick L. Jordan