

09-29-2003

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Form PTO 1595

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PATENTS ONLY

U.S. Department of Commerce

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents on hand thereof.

1. Name of conveying party(ies)
Sears Petroleum & Transport Corp.
1914 Black River Boulevard, Rome, NY 13440

Additional name(s) of conveying parties attached Yes ☒ No

2. Name and address of receiving party(ies):
Name: Sears Ecological Applications Co., LLC
Address: 1914 Black River Boulevard, Rome, NY
13440

Additional name(s) attached? ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date September 12, 2003

4. Application number(s) or patent number(s)

If this document is being filed together with a new application, the execution date of this application is .

A. Patent Application No.(s)

B. Patent No.(s)
4,676,918Additional Numbers attached? ☒ No

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

Name: Owen D. Marjama

Address: WALL MARJAMA & BILINSKI LLP
101 South Salina Street, Suite 400
Syracuse, NY 13202
Telephone: (315) 425-9000
Facsimile: (315) 425-9114

6. Total number of application and patents involved: 7

7. Total fee (37 CFR 3.4) \$40.00

☒ Enclosed
☒ Authorized to charge any deficiency or credit any over payment to
Deposit Account No. 50-0289.

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8. 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.

Owen D. Marjama
Owen D. Marjama
Reg. No. 22,818

September 23, 2003

Date

Total Number of Pages Comprising Cover Sheet 4

OMB NO 0651-0011(EXP. 4/94)

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09/26/2003 ECDOPER 00000053 4676918

01 FC:0021 Mail documents to be recorded with attached cover sheet information to:

MAIL STOP ASSIGNMENT RECORDATION SERVICES
DIRECTOR OF THE US PATENT AND TRADEMARK OFFICE
PO BOX 1450
ALEXANDRIA, VA 22313-1450

**ASSIGNMENT OF ONE-HALF INTEREST
IN CERTAIN UNITED STATES PATENTS**

This Agreement, which is effective as of September 12, 2003 (the "Effective Date"), is by and between: Sears Petroleum & Transport Corp., 1914 Black River Boulevard, Rome, New York 13440 ("SEARS"), and Sears Ecological Applications Co., LLC, 1914 Black River Boulevard, Rome, New York 13440 ("SEACO").

WHEREAS SEACO is a wholly-owned subsidiary of SEARS;

WHEREAS SEARS operates, and has operated since 1999, its commercial deicing business, including the manufacture, storage, and sale of liquid deicing products for use in highway snow and ice removal, through SEACO, and SEACO operates SEACO's commercial deicing business for the benefit of SEARS;

WHEREAS SEARS owns certain United States Patents ("the Deicing Patents"), listed on Exhibit A hereto, which may pertain to the commercial deicing business and which SEARS obtained for the benefit of both SEARS and SEACO, and for SEACO's commercial deicing business;

WHEREAS SEACO has commercially exploited the subject matter of one or more of the Deicing Patents under oral and implied license and other equitable interests in one or more of the Deicing Patents;

WHEREAS SEARS and SEACO wish to foster and maintain the commercial relationship between SEARS and SEACO, and share common legal, equitable, and commercial interests;

WHEREAS SEARS wishes to convey outright to SEACO an undivided, one-half ownership interest in and to each of the Deicing Patents; and

WHEREAS SEARS and SEACO each agree that the terms of such outright conveyance of the Deicing Patents shall have no impact upon the valuation of the Deicing Patents, since the conveyance between SEARS and SEACO is not an arms-length transaction,

SEARS AND SEACO, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Assignment. SEARS agrees to assign, and hereby does assign, transfer, and set over to SEACO an undivided, one-half ownership interest in all of SEARS's right, title, and interest (whether equitable or legal) to the Deicing Patents, including in any patents or patent applications which claim priority to one or more of the Deicing Patents (as continuation applications, continuation-in-part applications, divisional applications, or otherwise related applications), and/or in any patents or patent applications which expressly and terminally disclaim any patent term which extends beyond the term of one or more of the Deicing Patents.

2. Right To Sue Infringers. As a result of this grant, SEARS and SEACO are joint owners of each of the Deicing Patents, and may bring suit for infringement of any, or all, of the Deicing Patents. In any such suit, either or both SEARS and SEACO shall be able to recover monetary damages, seek equitable relief, and be entitled to any other recovery obtained for such suit. Either or both SEARS and SEACO shall have the right to sue for past infringement of any or all of the Deicing Patents, and to recover damages and other relief for such past infringement. SEACO shall not bring suit for infringement of any, or all, of the Deicing Patents without the express written or oral consent of SEARS, and SEARS shall not bring suit for infringement of any, or all, of the Deicing Patents without the express written or oral consent of SEACO. Neither SEARS nor SEACO may grant licenses or grant covenants not to sue to any third parties under any of the Deicing Patents, nor may they settle or compromise any lawsuit respecting the Deicing Patents, without the express written or oral consent of the other party.

3. Terminal Disclaimers. To the extent that one or more of the Deicing Patents were issued subject to a terminal disclaimer, such terminal disclaimer shall remain in force with respect to both SEARS and SEACO, and both the patents subject to the terminal disclaimer, and the patents over which patent term was terminally disclaimed, shall be regarded as commonly owned by SEARS and SEACO.

4. Maintenance Fees. SEARS shall remain responsible for payment of any maintenance fees associated with the Deicing Patents.

IN WITNESS THEREOF, SEARS AND SEACO HAVE DULY EXECUTED THIS AGREEMENT ON THE 12th DAY OF September, 2003.

SEARS PETROLEUM &
TRANSPORT CORP, INC.

By: David H Wood

Name: **David H. Wood**

Title: Vice President

Date: **September 12, 2003**

SEARS ECOLOGICAL
APPLICATIONS CO., LLC

By: David H Wood

Name: **David H. Wood**

Title: President

Date: **September 12, 2003**

EXHIBIT A

U.S. PATENT NO.	TITLE	DATE ISSUED
4,676,918	Anti-freeze Composition Suitable For Making Surfaces Free Of Snow And Ice	June 30, 1987
6,299,793	Deicing Solution	October 9, 2001
6,436,310	Deicing Solution	August 20, 2002
6,440,325	De-icing Solution	August 27, 2002
6,582,622	De-icing Solution	June 24, 2003
6,596,188	Deicing Solution	July 22, 2003
6,599,440	Deicing Solution	July 29, 2003