

09-30-2003



Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/04) Tab settings

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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): Thomas H. Hebert Additional name(s) of conveying party(ies) attached? No

9.23.03

2. Name and address of receiving party(ies) Name: Global Energy & Environment Research Internal Address: Street Address: 15445 N. Nebraska Avenue City: Lutz State: FL Zip: 33549

OFFICE OF PUBLIC RECORDS 203 SEP 23 AM 10:16 FINANCE SECTION

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Assignment & Agreement Execution Date: 08/10/1999

4. Application number(s) or patent number(s): A. Patent Application No.(s) B. Patent No.(s) 6,237,359 Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Stefan V. Stein Internal Address: Holland & Knight LLP Street Address: 100 N. Tampa Street Suite 4100 City: Tampa State: FL Zip: 33602-3644

6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: 50-1667

DO NOT USE THIS SPACE

9. Signature. Stefan V. Stein Name of Person Signing Signature Date 09/23/2003

Total number of pages including cover sheet, attachments, and documents: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

09/29/2003 LMUELLER 00000052 501667 6237359 01 FC:8021 40.00 DA

PATENT REEL: 014523 FRAME: 0383

ASSIGNMENT & AGREEMENT

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This is an Assignment and Agreement, dated this 10 day of August, 1999, by and between Thomas H. Hebert, of 1340 Eastwood Dr., Lutz, Florida 33549 (hereinafter "ASSIGNOR") and Global Energy & Environmental Research, Inc., a State Of Florida corporation, having its mailing address at 15445 N. Nebraska Ave., Lutz, Florida 33549 (hereinafter "ASSIGNEE").

Article I - Definitions

1.1 "Assigned Product" shall mean the Utilization Of Harvest And/Or Melt Water From An Ice Machine For A Refrigerant Subcool/Precool System and Method Therfor as disclosed and claimed in the United States Patent Application dated Oct. 8, 1998 and any improvements thereon that are dominated by U.S. Patent Application Number 09/168,815.

1.2 "Assignor Patent Rights" shall mean U.S. Patent Application Number 09/168,815 or any additional patent applications filed on any improvements of the Assigned Product, all U.S. patents issuing thereon, and any corresponding foreign patents and patent applications throughout the world, where and if GEER elects to provide the necessary funding to secure international patents, which lay claim convention priority upon, or is dominated by, such United States patent or patent application.

1.3 "Licensee" shall mean any entity, whether a partnership, firm, company, corporation or otherwise to which ASSIGNEE grants a license under Assignor's Patent Rights.

1.4 "Valid Claim" shall mean any claim in any patent application that is allowed, resulting in an issuance of a United States Letters of Patent or any patent not yet expired included in the Assignor Patent Rights in the respective countries which has not been denied, nor invalidated by a decree of a Tribunal of competent jurisdiction, from which no further appeal is available.

1.5 "Commercially Exploited" shall mean the use, sale, lease or other activity serving to generate income on the Assigned Product.

1.6 "Gross Sales Price" shall mean the gross selling price received by Assignee and its Licensees of the Assigned Product, F.O.B. factory, without any deductions for cash discounts, including retail, wholesale and direct sales by mail order.

ARTICLE II - ASSIGNMENT OF RIGHTS

2.1 ASSIGNOR hereby assigns to ASSIGNEE all of the Assignor Patent Rights in the U.S and throughout the world, where and if GEER has provided all funding for international patents.

2.2 The assignment granted under Paragraph 2.1 of this Article II includes the right to grant licenses to import, make, have made, use and sell the Assigned Product throughout the U.S. and throughout the world, where and if GEER has provided the necessary

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funding to secure international patent coverage. ASSIGNEE shall give written notice to ASSIGNOR with respect to each license granted by ASSIGNEE.

2.3 The assignment of rights hereunder is limited to those rights included in Assignor Patent Rights.

ARTICLE III - ROYALTY

3.1 In consideration of the Assignment of Paragraph 2.1 of Article II, Assignee shall pay Assignor, royalties as set forth in Paragraph 3.2 of this Article III.

3.2 ASSIGNEE agrees to pay ASSIGNOR an accrued royalty in the amount of five percent (5%) of the Gross Selling Price for each product manufactured, distributed, sold, etc. that is covered by/under, or becomes covered by a Letters of Patent, derived or accomplished by the Patent Application set forth in Paragraph 1.1 of Article I. To the extent ASSIGNEE grants a license to a third party under Assignor Patent Rights and receives royalties or other remuneration therefor, then ASSIGNEE agrees to pay ASSIGNOR twenty five percent (25%) of such royalties and/or license fees, if a one time fee.

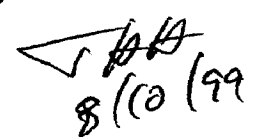
3.3 No royalty shall be paid twice on the same Assigned Product and any customer or ASSIGNEE or its Licensees is entitled to resale or export the Assigned Product anywhere in the world without the payment of additional royalties.

3.4 Royalties will be paid on each product manufactured, distributed, or sold that is covered by/under a Patent Pending Application. Royalties will not be paid or disbursed until such time as the actual Patent has issued. In the event that a Patent Application is; a) abandoned, b) allowed no claims, c) rejected, or d) determined to be without the ability to file arguments that would result in Valid Claims, then royalties would be paid on all products up until such determination. In the event a Patent Application results in an issuance of a United States Letter of Patents, then royalties will be dispersed in accordance with Paragraph's 6.1 and 6.2 of Article VI.

3.5 Minimum Annual Royalties are as follows:

Upon and from the date of Patent Issuance -

Year One -	0
Year Two -	0
Year Three -	\$ 10,000.00
Year Four -	\$ 25,000.00
Year Five -	\$ 40,000.00
Year Six -	\$ 60,000.00
Year Seven -	\$ 75,000.00
Every Year Thereafter Until the Expiration of the Letters Of Patent -	\$100,000.00

A handwritten signature and the date 8/10/99.

ASSIGNMENT & AGREEMENT

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ARTICLE IV - COMMERCIAL EXPLOITATION AND PATENT PROSECUTION

4.1 ASSIGNEE shall use reasonable efforts to **COMMERCIALY EXPLOIT** the Assigned Product.

4.2 ASSIGNEE shall have control of the preparation and prosecution of all pending patent applications, in respect to the aforementioned patents as covered in the Assigned Product and any pending patent applications, in respect to the aforementioned patent application as covered in the Assigned Product, included within Assignor Patent Rights.

4.3 ASSIGNEE shall pay for the expenses and costs relating to such preparation and prosecution of those applications contemplated by Paragraph 4.2 of the Article IV.


4.4 ASSIGNEE shall pay for any taxes, annuities, maintenance fees, renewal and extension charges, and other out-of-pocket expenses, and related legal fees, in connection with any patent or patent applications included within the Assignors Patent Rights.

4.5 Should ASSIGNEE decide, in its sole and absolute discretion, to abandon any pending patent application or to stop paying for the expenses and costs contemplated by Paragraphs 4.3 and 4.4, ASSIGNEE shall so notify ASSIGNOR to allow ASSIGNOR the opportunity to assume prosecution of the pending patent application and to begin paying for all of the expenses and costs.

ARTICLE V - RECORDS

5.1 ASSIGNEE shall submit or cause to be submitted to ASSIGNOR within one month following each semi-annual period (six months), a report setting forth (1) the number and (2) the Gross Sales Price of the Assigned Product which ASSIGNEE has Commercially Exploited and (3) the amount of licensing royalties and remuneration received during that semi-annual period and which have not been previously reported.

5.2 ASSIGNEE agrees to keep books and records of account pertaining to Paragraph 5.1 of this Article V in such a manner as to permit the correctness and accuracy of any of the reports rendered in compliance with Paragraph 5.1 of this Article V to be ascertained. ASSIGNEE shall permit so much of the books and records thereof as pertain to the subject matter of this Assignment and Agreement to be confidentially inspected by a certified public accountant or ASSIGNOR's designate, during ordinary business hours, but not more than once each semi-annual period, to confirm the correctness and accuracy of the reports rendered under Paragraph 5.1 of this Article V.


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ASSIGNMENT & AGREEMENT

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ARTICLE VI - PAYMENTS

6.1 ASSIGNEE agrees to pay the amounts contemplated by Paragraph 3.2 of Article III, semi-annually on a calendar basis and, within one month following each semi-annual calendar period and shall tender such payments to ASSIGNORS concurrently with the reports contemplated by Paragraph 5.1 of Article V.

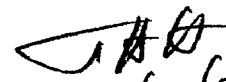
6.2 ASSIGNEE agrees to pay the amounts contemplated by Article III at ASSIGNORS address listed hereinabove, or at such other place as ASSIGNOR may specify from time to time, in United States dollars and through a United States bank designated by ASSIGNORS.

ARTICLE VII - VALIDITY AND INFRINGEMENT

7.1 In the event that a Valid Claim of the patent included in Assignors Patent Rights is finally held to be invalid or limited in scope by a court of competent jurisdiction from which appeal can no longer be taken, ASSIGNEE from the date of entry of the decision of such Court, shall be permanently relieved to the extent of such holding of invalidity or limitation of scope as to the obligation to pay accrued royalties, from said date of the entry of said decision, on the Assigned Products in accordance with Paragraph 3.2 of Article III, provided that such Assigned Products is not covered by another Valid Claim on one or more patents coming within Assignors Patent Rights assigned hereunder which have not been held to be invalid or limited in scope as provided herein.

7.2 In the event ASSIGNORS and ASSIGNEE agree that a particular Assigned Product or the use thereof does not infringe a particular Valid Claim of any patent included in Assignors Patent Rights, ASSIGNEE shall thereafter be permanently relieved, with respect to any Assigned Products or use thereof which is the same as the Assigned Products or use thereof, agreed not to be infringed from the Assigned Products, the obligation of making further payments to ASSIGNORS which might otherwise be due under Paragraph 3.2 of Article III, such relief to be effective as of the date of entry, of such date, of such agreement; provided however, that the Assigned Products is not covered by another Valid Claim of one or more patents within Assignors Patent Rights which have not been held or agreed not to be infringed as provided, herein.

7.3 ASSIGNEE may, in its own name, bring or prosecute infringement suits against others who are infringing the patents within Assignor Patent Rights and shall be entitled to all recovery therefrom except for royalties due, from said recovery, as per Article 3.2. ASSIGNEE shall have the full and sole right to control such suit


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ASSIGNMENT & AGREEMENT

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or other proposed litigation and may discontinue any such suit or proposed litigation at any time upon giving thirty (30) days written notice of its intent to do so, to ASSIGNOR. ASSIGNOR may at their option, thereafter elect to continue such suit or other litigation at its own expense as evidenced by written notice to ASSIGNEE, and in such event, ASSIGNOR shall be entitled to all recovery therefrom, but shall keep ASSIGNEE fully advised of the progress of such continued suit or other litigation.

7.4 It is mutually agreed between the parties nothing herein contained shall be construed to require either party to expend money in litigation or in the enforcing of Assignor Patent Rights unless it so elects and in the event a party proceeds with litigation in the name of the other party any cause in which such other party is not voluntarily a party, as evidenced by written notice, such party shall and agrees to hold harmless the other party from any and all liabilities arising thereunder, including, but not limited to, attorneys fees, court costs, and damages arising out of counterclaims, cross claims and the like.

7.5 ASSIGNOR represents that he is unaware of any rights of others which would be infringed by the Commercial Exploitation of the Assigned Product.

ARTICLE VIII - TERM

8.1 This Assignment and Agreement shall become effective upon mutual execution hereof and shall continue in effect until the expiration of the last to expire of the patent in Assignor Patent Rights coming hereunder.

8.2 If ASSIGNEE shall have failed in the performance of any of its covenants under this Assignment and Agreement, including the payment of royalties contemplated by Paragraph 3.2 of Article III, ASSIGNOR may terminate this Assignment and Agreement provided (a) ASSIGNOR provide ASSIGNEE written notice listing the specific failure of performance, (b) ASSIGNEE fails to cure such failure of performance within forty-five (45) days following its receipt of such notice, and (c) the default is in fact existing. Should a dispute arise over whether the default is in fact existing, ASSIGNEE may institute arbitration proceedings contemplated by Paragraph 11.3 of Article XI within the forty-five (45) day cure period whereupon termination shall be held in abeyance pending a decision of the arbitrator(s).

8.3 ASSIGNEE may terminate this Assignment and Agreement at any time, provided however, a forty-five (45) day written notice of ASSIGNEES intent to terminate this Assignment and Agreement is tendered to ASSIGNOR at the address contained herein.

8.4 Termination of this Assignment and Agreement shall not relieve either party of its obligations incurred up to the date of termination.

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ASSIGNMENT & AGREEMENT

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8.5 Upon termination, the rights listed in Assignor Patent Rights transferred hereunder shall revert to ASSIGNOR.

ARTICLE IX - MARKING

9.1 ASSIGNEE agrees that each and every Assigned Product commercially exploited by it hereunder covered by Assignor Patent Rights shall be marked with the statutory patent marking, or if it is not practical to mark the Assigned Product, to mark the container in which they are commercially exploited. ASSIGNEE further agrees to secure similar commitments from its Licensees.

ARTICLE X - NOTICE

10.1 Any notice or communication required or permitted hereunder shall be deemed to be duly given when sent by certified mail, return receipt requested, to the last known address of the other party.

10.2 Until otherwise notified in writing, the addresses of the parties hereto for purposes of such notice or communications are as set forth on page one of this Assignment and Agreement.

ARTICLE XI - MISCELLANEOUS

11.1 This Assignment and Agreement shall enure to the benefit of and be binding upon ASSIGNEE and may be transferred to or assigned by ASSIGNEE without the written consent of ASSIGNOR.

11.2 If at any time either party hereto shall elect not to assert its rights under any provision of this Assignment and Agreement in the event of breach of said provision by the other party, its action or lack of action in that respect shall not be construed as its continuing waiver of its rights under such provision or under any other provision of this Assignment and Agreement.

11.3 This Assignment and Agreement shall be construed under and in accordance with the laws of the State Of Florida. Any controversy or claim arising out of this Assignment and Agreement or a breach or alleged breach thereof shall be settled by (a) arbitration in accordance with the rules of the American Arbitration Association ("AAA"), such arbitration to take place in Tampa, Florida, and any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, or (b) a mutually agreed upon, licensed, State of Florida certified attorney, who will sit as the designated arbitrator and any judgement or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party agrees that any action or proceeding that may be brought in connection with this Assignment and Agreement must be brought against

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ASSIGNMENT & AGREEMENT

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each party in the Federal Court of the Middle District of Florida in Tampa and each party hereto hereby consents and shall not oppose for any reason such jurisdiction and venue.

11.4 In the event any Article or part thereof contained in this Assignment and Agreement is declared invalid or unenforceable by final judgement or decree of the arbitrators or by a court of competent jurisdiction from which no appeal is taken, all other Articles and parts thereof contained in this Assignment and Agreement shall remain in full force and effect and shall not be affected thereby.

11.5 This Assignment and Agreement shall supercede all prior written and oral agreement between the parties. No changes, modifications, or amendments shall be effective unless in writing and executed by both parties hereof with the same formality as this Assignment and Agreement.

Thomas H. Hebert

[Signature]

Thomas H. Hebert

Date: 8/10/99

Global Energy & Environmental Research, Inc.

[Signature]

By: Richard E. Wiles

Its: PRESIDENT

Date: 8-10-1999

State Of Florida
County of Hillsborough

On this the 10 day of August, 1999, before me personally came the above named Thomas H. Hebert, () personally known to me, or () who produced a FL Driver's Lic. as identification I.D.# 41163-828-40368 as acknowledged to me that he executed the same of his own free will for the purposes set forth herein.

[Signature]

Notary Public, State of Florida at Large



Annie L. Middleton
MY COMMISSION # CC695333 EXPIRES
November 11, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: _____ (Stamp)

Seal

State Of Florida
County of Hillsborough

On this the 10 day of August, 1999, before me personally came the above named Representative of Global Energy & Environmental Research, Inc. () personally known to me, or () who produced a FL Dr. Lice as identification I.D.# W420-745-43-426-0 as acknowledged to me that he executed the same of his own free will for the purposes set forth herein.

[Signature]

Notary Public, State of Florida at Large



Annie L. Middleton
MY COMMISSION # CC695333 EXPIRES
November 11, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: _____ (Stamp)

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ASSIGNMENT AND AGREEMENT

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as the designated arbitrator and any judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party agrees that any action or proceeding that may be brought in connection with this Assignment and Agreement must be brought against each party in the Federal Court of the Middle District of Florida in Tampa and each party hereto hereby consents and shall not oppose for any reason such jurisdiction and venue.

- 11.4 In the event any Article or part thereof contained in this Assignment and Agreement is declared invalid or unenforceable by final judgment or decree of the arbitrators or by a court of competent jurisdiction from which no appeal is taken, all other Articles and parts thereof contained in this Agreement and Assignment shall remain in full force and effect and shall not be affected thereby.
- 11.5 This Assignment and Agreement shall supercede all prior written and oral agreement between the parties. No changes, modifications, or amendments shall be effective unless in writing and executed by both parties hereof with the same formality as this Assignment and Agreement.

Thomas H. Hebert

Global Energy & Environmental Research, Inc.

/s/ Thomas H. Hebert
Thomas H. Hebert

/s/ Richard E. Wiles
By: Richard E. Wiles
Its: President

Date: 8/10/99

Date: 8/10/1999

State of Florida
County of Hillsborough

On this the 10 day of August, 1999, before me personally came the above named Thomas H. Hebert, () personally known to me, or (X) who produced a Florida Driver's Lic. as identification I.D.#H163-828-40-326-0 as acknowledged to me that he executed the same of his own free will for the purposes set forth herein.

/s/ Annie L. Middleton
Notary Public, State of Florida at Large

My Commission Expires: November 11, 2001 (Stamp)
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State of Florida
County of Hillsborough

On this the 10 day of August, 1999, before me personally came the above named Thomas H. Hebert, () personally known to me, or (X) who produced a Florida Driver's Lic. as identification I.D. # W420-745-43-436-0 as acknowledged to me that he executed the same of his own free will for the purposes set forth herein.

/s/ Annie L. Middleton
Notary Public, State of Florida at Large

My Commission Expires: November 11, 2001 (Stamp)
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