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U.S. DEPARTMENT OF
PATENT AND TRADEMARK
OFFICE

PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): David S. Seiver Scott A. Swafford		2. Name and address of receiving party(ies): Name: Air Liquide America L.P. Internal Address: 2700 Post Oak Blvd., Suite 1800 Street Address: 2700 Post Oak Blvd., Suite 1800 City: Houston State: TX Zip: 77056	
Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input type="checkbox"/>		Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input type="checkbox"/>	
3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other Execution Date: April 14, 2004, and April 21, 2004		Merger Change of Name	
4. Application number(s) or patent 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): Application No.: 10/776,346 Filed: February 12, 2004 B. Patent No.(s): Additional numbers attached? Yes <input type="checkbox"/> No <input type="checkbox"/>			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Linda K. Russell Internal Address: 2700 Post Oak Blvd., Ste. 1800 Street Address: 2700 Post Oak Blvd., Ste. 1800 City: Houston State: TX Zip: 77056		Total number of applications and patents involved: 1	
		7. Total fee (37 C.F.R. § 3.41) \$40.00 Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: 01-1375 (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
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.			
Linda K. Russell, Reg. No. 34,918 Name of Person Signing		 Signature	
		<u>5/4/2004</u> Date	
Total number of pages including cover sheet, attachments and documents: 3			

CH \$40.00 011375 10776346

Ref. No: S-6464

Assignment of Invention

WHEREAS WE, David S. Seiver and Scott A. Swafford, respectively, have invented certain new and useful improvements in Methods and Systems for Optimizing Argon Recovery in an Air Separation Unit for which a provisional patent application was filed on October 6, 2003, having Application No. 60/509,139; and (b) an application for Letters Patent was filed on February 12, 2004, having Application No. 10/776,346;

WHEREAS, **AIR LIQUIDE AMERICA, L.P.** (hereinafter referred to as "ASSIGNEE") having a place of business at 2700 Post Oak Boulevard, Suite 1800, Houston, Texas 77056, U.S.A., desires to acquire from **David S. Seiver and Scott A. Swafford** the entire right, title and interest we have in and to said invention and in and to any Letters Patent that may be granted thereof in the United States and its territorial possessions and in any and all foreign countries;

NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, we, by these presents do sell, assign and transfer unto said ASSIGNEE, effective as of the first priority date, the full and exclusive right to the said invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all subsequent provisionals, non-provisionals, divisions, reissues, continuations, substitutions and renewals thereof.

We hereby authorize and request the Patent Office Officials in the United States and its territorial possessions and any and all foreign countries to issue any and all of said Letters Patent, when granted, to said ASSIGNEE as the assignee of the entire right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me had this Assignment and sale not been made.

Further, we agree that we will communicate to said ASSIGNEE or its representatives any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all non-provisional, divisional, continuation, substitute, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said Letters Patent to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said invention in the United States and its territorial possessions and in any and all foreign countries.

The undersigned hereby grant(s) authorized representatives of the above identified ASSIGNEE(S) the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

EXECUTED AT: U.S.A.

Date: 4/21/04



David S. Seiver, (Inventor)

Date: _____

Scott A. Swafford, (Inventor)

Ref. No: S-6464

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NOW, THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, we, by these presents do sell, assign and transfer unto said ASSIGNEE, effective as of the first priority date, the full and exclusive right to the said invention in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all subsequent provisionals, non-provisionals, divisions, reissues, continuations, substitutions and renewals thereof.

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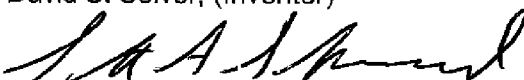
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EXECUTED AT: U.S.A.

Date: _____

David S. Seiver, (Inventor)

Date: 4-14-04



Scott A. Swafford, (Inventor)