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| P PEO 1505   | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office                           |
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| To the Honorable Commissioner of Patents 102   | 588002 jinal documents or copy thereof.  |
| 1. Name of conveying party(ies) OIPE GeneSyst International, Inc. 1521 Georgetown Road, Suite 105 Hudson, OH 44236                             | Name and address of receiving party(ies)  Name: East Resources, LLC  Internal Address: |
| 10-21-03   |  |
| Additional name of conveying party(less the decorated?   Yes  No   |  |
| · ·  |  |
| Nature of conveyance:  | Street Address: 13397 Lakefront Drive  |
| │  | Circuit Address. 10001 Editoriotic Ethic   |
| _  |  |
| Security Agreement Change of Name  | City: Earth City State: MO Zip: 63045  |
| Other Exclusive Option to License and Exclusive     Licensing Agreement  | Additional Name(s) & address(es) attached? ⊠ Yes ☐ No                                  |
| Execution Date:  |  |
|  |  |
| 4. Application number(s) or patent number(s):  |  |
| If this document is being filed together with a new application  | n, the execution date of the application is:   |
| A. Patent Application No.(s)   | B. Patent No.(s)   |
| See Exhibit A attached hereto  | See Exhibit B attached hereto  |
|  |  |
|  |  |
| Additional numbers attached?   Yes  No   |  |
| Name and address of party to whom correspondence concerning this document should be mailed:  | 6. Total number of applications and patents involved: 17                               |
| Name: Mitchell M. Wexler   | 7. Total fee (37 CFR 3.41) \$ 680.00   |
| Internal Address.  |  |
| Internal Address:  | ☐ Enclosed   |
|  | ☐ Authorized to be charged to deposit account  |
|  |  |
|  | 8. Deposit account number:   |
| Street Address: 13397 Lakefront Drive  |  |
|  |  |
| City: Earth City State: MO Zip: 63045  | (Attach duplicate copy of this page if paying by deposit account)                      |
| 03 DEVENE 00000066 10122695  |  |
| 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.  Mitchell M. Wexler  October 3, 2003  |  |
| Name of Person Signing  Name of Person Signing |  |
| i  | <del></del>  |

Total number of pages including cover sheet, attachments, and documents: 7 Mail documents to be recorded with required cover sheet information to:
Director of the United States Patent and Trademark Office

P.O. Box 1450 Alexandria, VA 22313-1450

### Additional Names and Addresses of Receiving Parties

#### Northeast Resources, LLC

13397 Lakefront Drive Earth City, MO 63045

## Midwest Resources, LLC

13397 Lakefront Drive Earth City, MO 63045

# Upper Midwest Resources, LLC

13397 Lakefront Drive Earth City, MO 63045

## West Resources, LLC

13397 Lakefront Drive Earth City, MO 63045

# Supercritical Recovery Systems, Inc.

70 So. Longspur Drive The Woodlands, Texas 77380

# **EXHIBIT A**

1. U.S. Patent Application Serial No. 10/122,695

Method and Apparatus for Treating Waste Streams with Conversion of Extracts to Products Title:

#### **EXHIBIT B**

1. <u>U.S. Patent No. 3,853,759</u>

Title: Dynamic Hydraulic Column Activation Method

2. U.S. Patent No. 4,564,458

Title: Method and Apparatus for Disposal of a Broad Spectrum of Waste

Featuring Oxidation of Waste

3. <u>U.S. Patent No. 4,594,164</u>

Title: Method and Apparatus for Conducting Chemical Reactions at

**Supercritical Conditions** 

4. <u>U.S. Patent No. 4,792,408</u>

Title: Method and Apparatus for Enhancing Chemical Reactions at Supercritical

Conditions

5. <u>U.S. Patent No. 4,874,560</u>

Title: Apparatus for Effecting Selected Patterns of Fluid Flow

6. <u>U.S. Patent No. 4,985,976</u>

Title: Method of Maintaining the Average Overall Sharpness of the Blades in a

Shredding Device and Apparatus

7. <u>U.S. Patent No. 5,026,209</u>

Title: Containment Casing For a Deep Well Gravity Pressure Reactor Vessel

8. <u>U.S. Patent No. 5,030,291</u>

Title: Method for Cleaning Concentric Columns

9. <u>U.S. Patent No. 5,080,720</u>

Title: Method and Apparatus for Cleaning the Annulus Formed by Concentric

Pipes

10. <u>U.S. Patent No. 5,110,059</u>

Title: Solid Waste Shredder

11. <u>U.S. Patent No. 5,147,564</u>

Title: Method for Recovering Energy from a Wet Oxidation Products Stream

Flow Using Rotational Energy

12. <u>U.S. Patent No. 5,160,581</u>

Title: Method for Oxygen Bleaching Paper Pulp

13. <u>U.S. Patent No. 5,190,665</u>

Title: Process and Apparatus for Removing Carbon Dioxide and Stripping

Another Component From A Liquid Stream

14. <u>U.S. Patent No. 5,219,270</u>

Title: Reaction Barrel with Rocket Nozzles in Staggered Alignment and

Connecting Ducts of Unequal Length

15. <u>U.S. Patent No. 5,711,817</u>

Title: Method for the Continuous Conversion of Cellulosic Material to Sugar

16. <u>U.S. Patent No. 5,879,637</u>

Title: Apparatus for Hydrolyzing Cellulosic Material

# MEMORANDUM OF INTERESTS IN PATENTS AND PATENT APPLICATIONS

Per various agreements entitled, *inter alia*, "Exclusive Option to License and Exclusive Licensing Agreement," ("the Agreement") executed the 3rd day of October, 2003, between GeneSyst International, Inc. ("GeneSyst") and East Resources, LLC; Northeast Resources, LLC; Midwest Resources, LCC; Upper Midwest Resources, LLC; and West Resources, LLC ("the Receiving Parties") the following interests were created in patents and patent applications listed in Exhibits A and B attached hereto.

#### 1. Parties and Interests Granted

GeneSyst, having an exclusive right to option and upon exercise of such option to license the patents and patent applications listed in Exhibits A and B attached hereto and created by separate agreement ("the Right to License Agreement"), has granted to the Receiving Parties an exclusive option to license the patents and patent applications listed in Exhibits A and B. The Receiving Parties may, at any time during the Option stage, exercise the right to license and enter the licensing stage. Those patents and patent applications listed in Exhibits A and B being entirely or partially owned by Eau-Viron, Inc. ("Eau-Viron").

To the extent that the exclusive right to option and upon exercise of such option to license granted to GeneSyst by the Right to License Agreement is in any manner terminated, revoked, or otherwise extinguished, those rights previously granted by GeneSyst to any of the Receiving Parties shall remain in full effect and force and survive the termination, revocation, or other extinguishment of such rights granted to GeneSyst.

Upon exercising the right to license and upon fulfillment of the terms set fort in the Agreement, the Receiving Party(ies) have an exclusive license to the patents and patent applications listed in Exhibits A and B for the term of that patent or ultimately issues patent.

#### 2. Territorial Scope of Grant

The rights granted by GeneSyst to the Receiving Parties are limited to the following geographical areas:

East Resources, LLC – Maryland, Virginia, Washington, D.C., Delaware,

North Carolina, South Carolina, Ohio and West

Virginia

Northeast Resources, LLC – New Jersey, New York and Pennsylvania

Midwest Resources, LLC – Indiana, Kentucky, Arkansas, Oklahoma, Kansas

and Texas

Upper Midwest Resources, LLC – Montana, North Dakota, South Dakota, Nebraska,

Colorado, Wyoming, Wisconsin, Iowa, Minnesota

and Michigan.

West Resources, LLC – Arizona, New Mexico, Nevada, Utah, Washington,

Oregon, Idaho, Hawaii and Alaska

Supercritical Recovery Systems,

**RECORDED: 10/21/2003** 

Inc. – Illinois, Missouri, Florida, Georgia, Alabama,

Mississippi, Louisiana and Tennessee

By agreement between GeneSyst and West Resources, LLC has an option/first refusal on additional territories. By agreement between GeneSyst and Northeast Resources, LLC has an option/first refusal on additional territories. By agreement between GeneSyst and Midwest Resources, LLC has an option/first refusal on additional territories.

#### 3. Patents and Patent Applications Subject to Agreements

The patents and patent applications subject to the Agreements between GeneSyst and the Receiving Parties are listed in Exhibits A and B attached hereto, together with any patents that may issue thereon or on any divisions, continuations in whole or in part, any reissues, reexaminations or extensions of such patents or any other patent or patent application that may subsequently be filed or acquired, and otherwise becoming subject to GeneSyst's exclusive right to option and upon exercise of such option to license the patents, that are dominated in whole or in part by any claim of any of the patents or patent applications listed in Exhibits A and B.