

) COVER SHEET - PATENT

TO:

0/22/02

The Honorable Commissioner of Patents and Trademarks Please record the attached original document or copy thereof.

# 1. Name of conveying party(ies) {Assignor}:

Rod A. Garcia

### 2. Name and address of party(ies) to whom transfer is made:

Cerowa, Inc. 5400 Jefferson Chemical Road Conroe, Texas 77301

#### 3. Nature of conveyance and execution date:

Assignment - executed October 21, 2003

#### 4. Identification of application:

In re application of Rod A. Garcia Filed: 11/12/1999 Titled: Non-Flammable Hazardous Fluid Tanks

# 5. Address to which document should be returned after recording:

Kurt S. Myers 7634 Braesdale Houston, Texas 77071

#### 6. Total number of applications and patents involved:

one

# 7. Fee payment is provided as follows:

Check for \$735 includes \$40.00 for assignment

10/27/2003 MBIZUNE2 00000061 09439973 01 FC: 021 40.00 OP

PATENT REEL: 014630 FRAME: 0989

# 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.

Date: 10/22/2003

Kurt S. Myers Registration No.20,244

> PATENT REEL: 014630 FRAME: 0990

#### ASSIGNMENT

For value received, receipt, sufficiency and adequacy of which is hereby acknowledged, I, Rod A. Garcia, a resident of Montgomery, Texas, hereby sell, assign and transfer unto Cerowa, Inc. , a corporation of Texas, with its principal place of business at 5400 Jefferson Chemical Road, Conroe, Texas 77301 as Assignee, all of my right, title and interest in and to all disclosed and/or claimed in a certain inventions patent application U.S. Serial No. 09/439,973, filed in the United States Patent and Trademark Office on 11/12/1999, entitled NON-FLAMMABLE HAZARDOUS FLUID TANKS, and all of my right, title and interest in and to any patent application and any patent deriving there from, and in and to any patent application filed either singularly or jointly by me for any of said inventions, including all divisions, reissues, continuations, extensions, substitutions and applications foreign to the United States, together with all right to make application for and obtain patent protection for said invention or inventions in any and all countries foreign to the United States and specifically including the right to claim priority under the terms of the International Convention based on said application or Letters Patent in the United States; and all of my right, title and interest in and to all patents granted on said invention or inventions.

And I hereby authorize and request the Commissioner of Patents and Trademarks or any other proper officer to issue all Letters Patent granted on said invention or inventions or resulting from said application and from any and all divisions, continuations, continuations-in-part and reissues thereof, to CEROWA, Inc., as assignee of my entire interest.

And I further hereby covenant and agree that I will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said invention and to such Letters Patent as may be granted therefore, to CEROWA, Inc. its successors, assigns or other legal representatives, and if they shall desire to file any divisional, continuation or continuation-in-part applications or

My Commission Expires Nov PATENT
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to secure a reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths or declarations necessary for the filing or procuring thereof, without further compensation but at the expense of said assignee, its successors or other legal representatives.

And I further covenant and agree that I will, at any time upon request, communicate to CEROWA, Inc., its successors or other legal representatives, such facts relating to said invention and Letters Patent or the file history thereof as may be known to me, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors or other legal representatives.

EXECUTED this 21 day of October 2003.

Rod Α.

Garcia

S STATE OF TEXAS S COUNTY OF Montgomery S

BEFORE ME, the undersigned authority, on the day and year above specified, personally appeared Rod A. Garcia known to me to be the person whose name is subscribed to the foregoing Assignment, and acknowledged to me that he executed the instrument of his own free will and for the purposes and consideration therein expressed.

Junly 11-1-Notary Public An and for the

State of T EX A S



**RECORDED: 10/22/2003**