

02-05-2004



FORM PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Docket No. 026069.000002

102662529

PATENT ONLY

Tab settings ⇌⇌⇌

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

1. Name of conveying party(ies):

Bioxy Incorporated

2-2-04

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: 28 January 2004

2. Name and address of receiving party(ies)

Name: Clean Water International LLCInternal Address: 4502 Coventry RoadRichmond, Virginia 23221Street Address: 4502 Coventry RoadCity: Richmond State: VA Zip: 23221Additional name(s) & addresses(es) attached? ☐ Yes ☒ No

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) 10/071,687,
WO02/063968, WO94/000015B. Patent No.(s) 4880638, 5830511, 6004587, 6099855Additional numbers attached? ☐ Yes ☒ No

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

Name: Jacqueline Haley

Internal Address: _____

Troutman Sanders LLPBank of America Plaza, Suite 5200Street Address: 600 Peachtree Street, Suite 5200City: Atlanta State: GA Zip: 30308-22166. Total number of applications and patents involved: 77. Total fee (37 CFR 3.41).....\$280.00☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

20-1507

DO NOT USE THIS SPACE

9. Signature.

Jacqueline Haley

Name of Person Signing

Signature

February 2, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, P.O. Box 1450, Mail Stop Assignment Recordation Services

Alexandria, VA 22313-1450

02/04/2004 LMUELLER 00000084 201507 10071687

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PATENT
REEL: 014943 FRAME: 0142

PATENT ASSIGNMENT

WHEREAS, BIOXY INCORPORATED, a corporation organized under the laws of the state of North Carolina, having a last known office address at 3301 Women's Club Drive, Suite 130, Raleigh, North Carolina 27612, United States of America, ("Bioxy") is the chapter 7 debtor in the case styled and numbered In re: Bioxy Incorporated, case no. 03-49608-DML-7 ("Bankruptcy Case"), pending in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division ("Bankruptcy Court");

WHEREAS, SHAWN K. BROWN, having an office at 1401 Elm Street, Suite 4750, Dallas, Texas 75202, United States of America (sometimes referred to herein as "ASSIGNOR") is the duly appointed chapter 7 trustee in the Bankruptcy Case, as evidenced by Exhibit A;

WHEREAS, Assignor obtained approval to sell substantially all of the assets of Bioxy pursuant to the Order Granting Trustee's Motion to Sell Substantially all of the Assets of the Estate Free and Clear of All Liens, Claims and Encumbrances entered by the Bankruptcy Court on January 22, 2004 ("Order"), save and except the excluded assets specified therein, a copy of the Order being attached hereto as Exhibit B;

WHEREAS, the Order authorized the Trustee to sell, among other assets, all of Bioxy's entire right, title and interest in and to the United States Letters Patents identified on Schedule A annexed hereto as part hereof (the "Patents");

WHEREAS, Clean Water International LLC, a limited liability corporation organized under the laws of the Commonwealth of Virginia having an office at 4502 Coventry Road, Richmond, Virginia 23221, United States of America (sometimes referred to herein as "ASSIGNEE") is desirous of acquiring the Patents and the related intellectual property;

WHEREAS, ASSIGNOR auctioned and sold the Patents and related intellectual property to ASSIGNEE, and ASSIGNEE purchased the Patents and related intellectual property from ASSIGNOR, on January 15, 2004;

WHEREAS, ASSIGNOR and ASSIGNEE desire to enter into this assignment to memorialize the previous sale and transfer of the Patents and related intellectual property as of January 22, 2004, as contemplated by their agreement; and,

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, in accordance with the Order, the ASSIGNOR hereby assigns, sells and transfers

unto the ASSIGNEE and the successors, assigns or other legal representatives of ASSIGNEE, the full, exclusive, entire right, title and interest, free and clear of all liens, claims, and encumbrances in and to the Patents and related Intellectual Property in the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the Patents, and any and all provisional, non-provisional, continuation, continuation-in-part, divisional, renewal, and substitute patent applications related thereto; any and all inventions and improvements which are disclosed or described therein; any and all related international and foreign patent applications or foreign legal equivalents thereof; all Letters Patent and foreign legal equivalents to be obtained for said inventions and improvements of the above-identified application and of any non-provisional, continuation, continuation-in-part, division, renewal, substitute, or foreign equivalents thereof; and, as to Letters Patent, any reissue or reexamination thereof; and all rights to sue for damages and other remedies in respect of any infringement of said Patents, including any infringement which may have occurred before the date of this Assignment, and all rights to take action against, and to collect and keep all judgments for all past, present and future infringements of said Patents.

ASSIGNOR hereby covenants that ASSIGNOR has not made any assignment, sale or encumbrance which would conflict with this assignment;

ASSIGNOR agrees to cooperate in ASSIGNEE'S recordation of title and maintenance, of said Patents and inventions, and ASSIGNOR agrees to execute, without any further consideration or remuneration, any and all applications, petitions, oaths and assignments or other papers and instruments which may be reasonably necessary in order to carry into full force and effect the sale, assignment, transfer and conveyance hereby made or intended to be made, and to communicate to said ASSIGNEE or the successors, assigns or other legal representatives of ASSIGNEE all facts known to the undersigned respecting said Patents, inventions, and improvements, whenever requested;

ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks, or appropriate foreign authorities, as the case may be, to issue any and all Letters Patent of the United States and foreign legal equivalents for said inventions and improvements, resultant from any of the aforesaid Patents and applications, to said ASSIGNEE.

IN WITNESS WHEREOF, the ASSIGNOR has caused this Assignment to be duly executed by its officer thereunto duly authorized as of this 28 day of January 2004.

By: _____

Name: Shawn K. Brown

Title: Chapter 7 Trustee for Bioxy Incorporated

STATE OF TEXAS
COUNTY OF DALLAS

Before me, a Notary Public in and for the State of Texas, on this 28th day of January, 2004, personally appeared Shawn K. Brown, in his capacity as chapter 7 trustee for Bioxy Incorporated, who being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

SEAL



Betty Wallace
Notary Public, State of Texas
My Commission Expires:

UNITED STATES BANKRUPTCY COURT

Northern District of Texas

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor corporation listed below was filed on 10/6/03.

You may be a creditor of the debtor. You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):
Bioxy Incorporated
2501 Parkview Drive, Suite 500
Fort Worth, TX 76102

Case Number:
03-49608-dml7

Taxpayer ID Nos.:
74-2605558

Attorney for Debtor(s) (name and address):
Behrooz P. Vida
3000 Central Dr.
Bedford, TX 76021
Telephone number:

Bankruptcy Trustee (name and address):
Shawn K. Brown
P.O. Box 93749
Southlake, TX 76092
Telephone number: 817-348-0777

Meeting of Creditors:

Date: December 9, 2003

Time: 10:00 AM

Location: Fritz G. Lanham Federal Building, 819 Taylor Street, Room 7A24, Ft. Worth, TX 76102

Creditors May Not Take Certain Actions:

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Address of the Bankruptcy Clerk's Office:
501 W. Tenth Street
Fort Worth, TX 76102
Telephone number: 817-333-6000

For the Court:

Clerk of the Bankruptcy Court:
Tawana C. Marshall

Hours Open: Monday - Friday 8:30 AM - 4:30 PM

Date: 10/6/03



U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

The following constitutes the order of the Court.

Signed January 22, 2004.

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

IN RE:

BIOXY INCORPORATED

DEBTOR

§
§ CASE NO. 03-49608-DML-7
§
§ CHAPTER 7
§
§

ORDER GRANTING TRUSTEE'S MOTION TO SELL SUBSTANTIALLY ALL
ASSETS OF THE ESTATE FREE AND CLEAR
OF ALL LIENS, CLAIMS, AND ENCUMBRANCES

Came on for consideration the Trustee's Motion to Sell Substantially All Assets of the Estate Free and Clear of all Liens, Claims, and Encumbrances ("Motion"). The Motion seeks approval of a sale of substantially all of the Debtor's assets to Clean Water International LLC, a Virginia limited liability company, located at 4502 Coventry Road, Richmond, Virginia 23221 ("Buyer"), for the sum of \$51,000.00, or any other person or entity with a higher and better overbid as authorized by this Court. Bioxy International, Ltd. filed its Limited Objection to the Motion. No other objections were filed. This order resolves the objection of Bioxy

ORDER GRANTING TRUSTEE'S MOTION TO SELL - PAGE 1 OF 4

International, Ltd. The Trustee has represented that he received no other bids. The sale includes substantially all of the assets of the Debtor, and specifically includes the five (5) patents and seven (7) trademarks set forth in the Motion, warranty claims and causes of action related to the intellectual property, including without limitation all rights to establish, defend and enforce the patents and other intellectual property, the Debtor's inventory, equipment and other tangible personal property (collectively the "Assets"). The Assets will not include any of the Debtor's cash, cash equivalents, accounts receivable, Chapter 5 causes of action, other causes of action, other than those specifically related to warranty claims or related to the patents and other intellectual property of the Debtor. The Court is satisfied that appropriate and adequate notice of the hearing on the Motion has been provided by the Trustee to all creditors and parties-in-interest in accordance with 11 U.S.C. § 102 and Rules 2002, 6004, 6006 and 9019 of the Federal Rules of Bankruptcy Procedure. No other or further notice of the Motion is necessary. The sale of the Assets is in the best interests of the Debtor, its estate, creditors, and other parties-in-interest. The Trustee has demonstrated good, sufficient, and sound business judgment and justification for the sale of the Assets. Clean Water International LLC, is a good faith purchaser. It is therefore,

ORDERED that the Motion is granted, it is further,

ORDERED that Shawn K. Brown, Trustee, is authorized to sell the estate's interest in the Assets, "as is" "where is", without representation or warranty, free and clear of all liens, claims and encumbrances, to Clean Water International LLC, for a cash purchase price of \$51,000 at closing, with any liens attaching to the proceeds of the sale; it is further,

ORDERED that the Assets will not include any of the Debtor's cash, cash equivalents, accounts receivable, Chapter 5 causes of action, other causes of action, other than those

ORDER GRANTING TRUSTEE'S MOTION TO SELL - PAGE 2 OF 4

specifically related to warranty claims or the intellectual property, it is further,

ORDERED that the Purchaser shall have possession of the business and legal documents of the Debtor related to the Assets, and access to any documents retained by the Trustee, it is further,

ORDERED that the Trustee shall retain all bank records, tax records, accounts payable and accounts receivable records, and rights of access to any documents transferred to purchaser, it is further,

ORDERED that this order shall not constitute an adjudication of the ownership rights to Patent No. 4880638, "Biocidal Composition and Method for Disinfecting Articles", it is further,

ORDERED that the Trustee may take all reasonable and necessary steps, including execution of documents, to conclude and close the sale, it is further ,

ORDERED that the ten day stay requirement pursuant to F.R.B.P. 6004(g) is waived.

End of order

AGREED TO AS TO FORM:

/s/ Shawn K. Brown
State Bar No. 03170490
**HANCE, SCARBOROUGH, WRIGHT,
GINSBERG & BRUSILOW, LLP**
1401 Elm St., Suite 4750
Dallas, TX 75202
(214) 651-6500
(214) 744-2615 fax
sbrown@hswgb.com

COUNSEL FOR CHAPTER 7 TRUSTEE

ORDER GRANTING TRUSTEE'S MOTION TO SELL - PAGE 3 OF 4

/s/ Michael A. McConnell
TX Bar No. 13447300
WINSTEAD SECHREST & MINICK
777 Main St., Suite 1100
Fort Worth TX 76102
(817) 420-8214
(817) 420-8201- fax

COUNSEL FOR BIOXY INTERNATIONAL, INC.

ORDER GRANTING TRUSTEE'S MOTION TO SELL - PAGE 4 OF 4

PATENT
REEL: 014943 FRAME: 0150

SCHEDULE A
LICENSED INTELLECTUAL PROPERTY

I. PATENTS

No.	Patent No.	Title	Filing Date	Issue Date
1	4880638	Biocidal Composition and Method for Disinfecting Articles	8-23-1988 (no priority claimed)	11-14-1989
2	5830511	Therapeutic, Production and Immunostimulatory Uses of Biocidal Compositions	12-23-1994 priority CIP: 6-16-94 Con: 6-25-92	11-03-1998
3	6004587	Therapeutic, Production and Immunostimulatory Uses of Biocidal Compositions	10-28-1998 priority Con: 12-23-94 CIP: 6-16-94 CIP: 6-25-92	12-21-1999
4	6099855	Therapeutic, Production and Immunostimulatory Uses of Biocidal Compositions	6-21-1996 priority CIP: 12-23-94 CIP: 16-94 Con: 6-25-92	8-8-2000
5	Serial No. 10/071687	Frozen Biocidal Compositions and Methods of Use Thereof	2-8-2002 priority prov: 2-9-2001	Published, not issued 11-28-2002
6	WO 02/063968		2-8-2002 priority 2-9-01	Published 8-22-02
7	WO94/000015		6/25/1993 Priority 06/25/1992 09/21/1992	Published 01/06/94