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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):

Impacts and Associates, Inc.

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

2. Name and address of receiving party(ies)

Name: Oil Purification Systems, Inc.

Internal Address: _____

Street Address: _____

4704 West Browning Avenue

City: Tampa State: Florida

Country: United States Zip: 33429

Additional name(s) & address(es) attached: Yes No

3. Nature of Conveyance:

Assignment Merger Security Agreement Change of Name Other _____

Execution Date: April 5, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: _____

A. Patent Application No.(s): _____

B. Patent No.(s):

6,287,455

Additional numbers attached? Yes No

2004 FEB 20 AM 8:00 OPR/FINANCE

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

Name: Stanley R. Moore JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION

Internal Address: Atty. Dkt.: 28106-00004USPT

Street Address: 1445 Ross Avenue, Suite 3200

City: Dallas State: TX Zip: 75202

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed Authorized to be charged to deposit account Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number:

10-0447

(Attach duplicate copy of this page if paying by deposit account)

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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.

Stanley R. Moore Name of Person Signing

February 12, 2004 Date

Total number of pages including cover sheet, attachments, and documents: 3

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: February 17, 2004

Signature: Carla Elkins

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PATENT REEL: 014990 FRAME: 0070

ASSIGNMENT

WHEREAS, Impacts and Associates, Inc., a corporation organized and existing under the laws of Florida, having its principal place of business at 2510 Linden Tree Street, Seffner, Florida 33584, United States of America, (hereinafter referred to as "ASSIGNOR"), is the owner of the Issued United States Patent Number 6,287,455 (hereinafter referred to as "Issued Patent");

WHEREAS, Oil Purification Systems, Inc., a corporation organized and existing under the laws of Delaware, having its principal place of business at 4704 West Browning Avenue, Tampa, Florida 33429, United States of America, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all right, title, and interest of Impacts and Associates, Inc., in and to said Issued Patent;

NOW, THEREFORE, in consideration of and in exchange for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors, assigns and legal representatives the entire right, title and interest in and to said Issued Patent, as well as continuations, divisions, continuations-in-part and reissues of said Issued Patent, the same to be held and enjoyed by said ASSIGNEE for its own use and for the use of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held by said ASSIGNOR had this assignment not been made.

ASSIGNOR also hereby sells and assigns to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said Issued Patent, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and

ASSIGNOR hereby further agrees to execute, deliver and acknowledge all such further instruments of conveyance and do and perform all such other acts and things as said ASSIGNEE, its successors, assigns and legal representatives, may reasonably require to more effectively accomplish the assignment, transfer and recordation thereof of said Issued Patent;

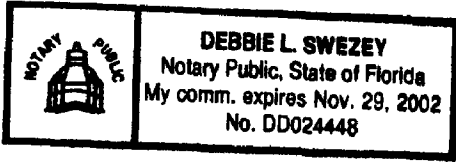
ASSIGNOR hereby further agrees to communicate any facts known respecting any improvements to said Issued Patent to said ASSIGNEE; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of April, 2002. I further confirm that I am the President of Impacts and Associates, Inc. I also confirm that I have the proper and legal authority to execute this document on the behalf of Impacts and Associates, Inc.

Signature: [Handwritten Signature]
Name: C. Barclay WHITMORE
Title: President
Address: 2510 Linden Tree Street
Seffner, Florida 33584, U.S.A.

STATE OF Florida §
COUNTY OF Hillsborough §

On the 5th day of April, 2002, before us personally appeared C. Barclay WHITMORE, known to us to be the President of Impacts and Associates, Inc. with the proper and legal authority to execute this assignment on the behalf of Impacts and Associates, Inc.



[Handwritten Signature: Debbie L. Swezey]
Notary Public

My Commission Expires:

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