03-04-	2004
Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings □ □ □ ▼ 1 0 2 6 8 /	
10200-	arks: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): 3. 1 – 6 (International Machine Design, LLC	Name and address of receiving party(ies) Name: International Isotopes, Inc. Internal Address: N/A
Additional name(s) of conveying party(les) attached? Yes	No
3. Nature of conveyance:	
Assignment Merger Security Agreement Change of Nam	Street Address: 4137 Commerce Circle
Other	
01/30/2004 Execution Date:	City: Idaho Falls State: ID Zip: 83401
Application number(s) or patent number(s):	— Additional name(s) & address(es) attached? Yes ✓
If this document is being filed together with a new a A. Patent Application No.(s) N/A	B. Patent No.(s) 5,888,468
Additional number	rs attached? Ves No
5. Name and address of party to whom correspondent	ice 6. Total number of applications and patents involved:
concerning document should be mailed: Name:Steve Laflin	7. Total fee (37 CFR 3.41)\$
N/A Internal Address:	✓ Enclosed
	Authorized to be charged to deposit account
Street Address: 4137 Commerce Circle	8. Deposit account number:
	N/A
City: Idaho Falls State: ID Zip: 83401	R/F
DO NOT L	USE THIS SPACE
	CE &
DO NOT L	
9. Signature.	$A \rightarrow C$

Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

280,00 00

Recordation Form Cover Sheet- Attachment

Re: Assignment of Patents to:

International Isotopes, Inc. 4137 Commerce Circle Idaho Falls, ID 83401

The following Patent No's. are a continuation of Item 4 of the above entitled cover sheet:

5,918,106 6,033,642 6,086,836 6,096,281 6,153,164

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PATENT ASSIGNMENT

ASSIGNMENT

International Machine Design, LLC, a Massachusetts limited liability company, having its principal place of business at 107 River Pointe Way, Lawrence, Massachusetts 01843 ("Assignor"), in consideration of \$105,000.00, and other good and sufficient considerations, the receipt of which is hereby acknowledged, by these presents has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto International Isotopes Inc., a Texas corporation with its principal place of business at 4137 Commerce Circle, Idaho Falls, Idaho 83401, as assignee, and its successors, assigns and legal representatives, effective at least as early as January 30, 2004, Assignor's entire right, title and interest, for all countries, in and to the invention described in the following Letters Patent granted by the United States Patent and Trademark Office:

- (1) Patent No. 5,888,468 Silicon tetrafluoride from Uranium tetrafluoride
- (2) Patent No. 5,901,338 Uranium Oxide from UF₄, Silicon & Gaseous oxide
- (3) Patent No. 5,918,106 Uranium Oxide & Fl compound from UF₄ and Solid Oxide
- (4) Patent No. 6,033,642 Silicon tetrafluoride from Uranium oxyfluoride
- (5) Patent No. 6,086,836 Uranium Oxide from Uranium Oxyfluoride Silicon
- (6) Patent No. 6,096,281 Uranium Oxide from Uranium oxyfluoride
- (7) Patent No. 6,153,164 Uranium Oxide from UF₄ and Phyllosilicate Mineral

and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said Letters Patent under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid to issue the same to International Isotopes Inc., its successors, assigns and legal representatives, or to such nominees as it may designate.

Assignor agrees that, when requested, it will, without charge to International Isotopes Inc. but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for the inventions in any and all countries and for vesting title thereto in International Isotopes Inc., its successors, assigns and legal representatives or nominees.

Assignor authorizes and empowers International Isotopes Inc., its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor covenants with International Isotopes Inc., its successors, assigns and legal representatives or nominees that the rights and property herein conveyed are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed.

This assignment has been executed by the undersigned on the date opposite its name.

International Machine Design, LLC, a Massachusetts limited liability company

Date: January <u>27</u>, 2004

By: Gerald R. Hoolahan, Manager

BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that International Machine Design, LLC ("Seller"), a Massachusetts limited liability company, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by it, does hereby sell, transfer, convey, assign and deliver to International Isotopes Inc. ("Purchaser"), a Texas corporation, all of Seller's right, title and interest in and to the Purchased Assets, as defined in the Asset Acquisition Agreement (the "Agreement") between Seller and Purchaser dated November 24, 2003, which is incorporated herein by reference.

Seller warrants that it has good, valid and marketable title to the Purchased Assets, free and clear of any lien or encumbrance, except as otherwise provided in the Agreement.

This Bill of Sale is being delivered in connection with the Agreement and is subject to, and is entitled to the benefits in respect of, the Agreement.

This Bill of Sale shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Bill of Sale as of this 21 day of January, 2004.

International Machine Design, LLC

Gerald P. Hoolahan Manager

STATE OF MASSACHUSETTS)

COUNTY OF MIDDLESEN

RECORDED: 03/01/2004

This 27 day of January, 2004 before me personally appeared Gerald R. Hoolahan, by me personally known, who acknowledged the foregoing instrument by him or her subscribed to be his or her free act and deed on behalf of International Machine Design, LLC.

Votary Public

My Commission Expires Feb. 16, 2007