## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Mrs. Roberta Polly Stowe	10/02/2004
Mr. J.C. Conner	10/01/2004

#### **RECEIVING PARTY DATA**

Name:	Water Visions Inc.
Street Address:	2442 Cerrillos Road #474
City:	Santa Fe
State/Country:	NEW MEXICO
Postal Code:	87505

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5231954

#### **CORRESPONDENCE DATA**

Fax Number: (208)478-9220

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2084789220

mrspiritchaser@msn.com Email:

Correspondent Name: Robert Perry Jr. Address Line 1: 976 Sage Wood Place Address Line 4: Pocatello,, IDAHO 83201

NAME OF SUBMITTER: Robert Perry

**Total Attachments: 13** 

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> PATENT REEL: 015215 FRAME: 0409

PATENT ASSIGNMENT

The following Agreement is by and between ROBERTA P. "POLLY" STOWE (hereafter Assignor),

currently residing at 7100 Airline Road, Airline Trailer Park, #355 Continental, Midland, Texas 79712,

representing herself, and further represented by SANDRA FITZPATRICK, Power of Attorney, and WATER

VISIONS, INC., by ROBERT W. PERRY, President, (hereafter Assignee) a New Mexico corporation, having

its principal office and place of business at 2442 Cerrillos Road, #474, Santa Fe, New Mexico 87505.

WHEREAS, Assignor owns an 100% interest in the United States Patent No. 5231954 titled

HYDROGEN/OXYGEN FUEL CELL, and Canadian Patent No. 2141880 similarly titled, and Mexican Patent

No. 183455 similarly titled, (hereafter "The Patents") and,

WHEREAS, ROBERTA P. STOWE now intends to enter into an agreement to assign her full 100%

ownership in patent rights, to WATER VISIONS INC., inclusive of all rights, title and interest in the

invention, and the Patents,

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby assign to Assignee all rights, title, and interest, including but not

limited to, the full patent claims, along with sole right to prepare derivative works, all goodwill and all

other rights, including but not limited to, sole rights to research, development, distribution, sales,

manufacture, advertising, licensing and any and all other rights in and to the patents and the invention

that Assignor owns.

2. Consideration. In consideration for the assignment set forth in Section 1, Assignee shall:

Assignment of Patent Παγε 1 οφ 4

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Pay to ROBERTA P. STOWE the sum of \$100,000.00 under the following terms and (a)

conditions:

1. An initial payment of TEN THOUSAND DOLLARS (\$10,000.00), due sixty days

(60) after the date of execution of this agreement, dependant upon the execution of a

separate document between Water Visions Inc.

2. A second payment due within six (6) months of the initial payment, h

the amount of TEN THOUSAND DOLLARS (\$10,000.00), and,

3. Four (4) annual installments of TWENTY THOUSAND DOLLARS (\$20,000.00) to

ROBERTA P. STOWE, due each year on the anniversary of the second payment and,

Pay to ROBERTA P. STOWE, a 5 percent royalty on the net profit of each product sold (b)

covered by the Patents. Net Profit being defined as sale price of the product minus

production, sales and delivery costs and expenses.

Assignee shall pay all dividends by company check, to Assignor ROBERTA P. STOWE at

her current mailing address within THIRTY (30) days following the last day of each quarter,

or in any other manner of delivery that ROBERTA P. STOWE or SANDRA FTIZPATRICK,

Assignment of Patent Παγε 2 οφ 4

**PATENT** 

acting in her behalf, shall direct. Modification to the manner in payment should be submitted

to the main office of WATER VISIONS INC., thirty days prior to the end of each quarter.

Entire Agreement This Agreement, contains the entire understanding and agreement between the 3.

parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written

or oral agreements, representations or warranties, real or assumed, between them, respecting the

subject matter hereof.

Amendment. This Agreement may be amended only by a writing signed by both parties. 4.

Severability. If any term, provision, covenant or condition of this Agreement, or the application 5.

thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be

invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or

condition as applied to other persons, places and circumstances shall remain in full force and effect.

Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and 6.

deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

Governing Law. This Agreement shall be construed in accordance with, and all actions arising 7.

hereunder shall be governed by, the laws of the State of New Mexico.

Binding on Heirs This agreement shall be binding upon the heirs, successors and assigns of the 8.

respective parties.

DATED THIS 200 DAY OF OCTOBER, 2004.

Assignment of Patent

Παγε 3 οφ 4

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Raley to Pally Storne ROBERTA P. "POLLY?" STOWE, Assignor	SANDRA FITZPA	Litypatro TRICK, Power of Attorn
Subscribed and sworn to before me this <u>ZW</u> day of	OCTOBER	, 2004. 6:25 PM

NANCI JENKINS JONES Notary Public, State of Texas My Commission Expires September 26, 2007 Cmn. Exp.

FOR THE SIGNATURES OF ROBERTA P. STOWE AND SANDRA FITZPATRICK

ROBERT W. PERRY, President WATER VISIONS INC.

Subscribed and sworn to before me this 5 day of October, 2004.

NOTARY PUBLIC, STATE OF IDAHO
Residing at: Donnock Co.
Cmn. Exp. Jan 21, 2009

FOR THE SIGNATURE OF ROBERT W. PERRY

SEAL

Assignment of Patent Παγε 4 οφ 4

> **PATENT** REEL: 015215 FRAME: 0413

### **AFFIDAVIT**

בשפו וששב

JON C. CONNER 4965 IRON SPRINGS ROAD PRESCOTT, AZ 86305

I, Jon C. Conner, reside at 4965 Iron Springs Rd., Prescott, Arizona, 86305. I am of legal age and of competent mind.

I was a close personal friend and business partner of Gene B. Stowe, also known as Dink Bates Stowe, who was deceased on March 23, 1996. Prior to his death, Gene invented and developed a technology known as the "Hydrogen/Oxygen Fuel Cell," which was patented under his own name as an eighty percent owner and with myself as twenty percent owner. The United States Patent Office registration number is \$231954. The patent was also registered in the country of Canada and numbered 2141880, and in the country of Mexico under the number 183455.

Gene Stowe was married to Roberta P. "Polly" Stowe. Roberta filed to probate Gene's will, and to be named personal representative of the estate on August 12, 1996. Roberta filed an inventory of assets with the Superior Court of Arizona, County of Maricopa on April 23, 1997. The patent ownership is shown on the inventory as issued to Gene B. Stowe and Jon C. Conner, and valued at Two Hundred and Twenty Thousand Dollars. At the time of his death, Gene and Roberts jointly owned Eight Hundred and Eighty Thousand shares of a company known as "International Water Fuel," (incorporated in the State of Arizona in 1993) who manufactured and sold the fuel cells. International Water Fuel was dissolved as an Arizona Corporation in 2002.

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Gene left sixty four percent of his shares in International Water Fuel to Roberta, fifteen percent to

Gary Stowe, his son from another marriage, and the remaining ten percent to two other parties in equal shares.

Sometime prior to April 21, 2002, Gary Stowe contacted me and asked me to assign my twenty percent

ownership of the patents to him. He offered to give me twenty percent of all royalties he would himself receive

from "Water Fuel International," dependant upon his ability to receive a patent assignment for the other

percentage of ownership, then held by Roberta. Gary alleged to me that Roberta intended to, or had already,

assigned her share to Gary.

I did assign my authority of ownership in the patents to Gary Stowe, in exchange for a twenty percent

portion of the royalties Gary would receive from Water Fuel International Inc. I have never received any cash

payment, goods, or services from Gary or from Water Fuel International, or any other form of remuneration

that could be considered as royalties from the sales of the technology.

I have examined a document entitled "Assignment." This document is signed on May 15, 2002 by

Gary Stowe. It appears that Gary's intent at that time was to convey the full one hundred percent ownership

of the patents to Water Fuel International. The document does not direct itself to royalties, or any other issue.

I have also examined a document entitled "Assignment of Interest in Patent," which appears

to be transfer of authority of the patents from Roberta to Gary. I am aware that Roberta states she

also has never received any royalties from Gary.

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Rising Star Homes

It is now my intent to withdraw my assignment of authority given to Gary in 2002. It is my further intent to transfer my twenty percent ownership solely and irrevocably to Roberta Stowe, the terms and conditions of this transfer will be set forth in a separate document.

FURTHER THE AFFIANT SAYETH NAUGHT.

JON C. CONNER, Affiant

Subscribed and sworn to before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 2004.

NOTARY PUBLIC, State of Arizona

Residing at: \_\_\_\_\_\_\_

Cmn. Exp.:

SEAL



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# **OUIT CLAIM**

**2005 (1600)46** 

day of Ottobro . 2004, by and between JON C. THIS INDENTURE, made on the CONNER, of 4965 Iron Springs Rd., Prescott, Arizona, \$6305, and ROBERTA P. "POLLY" STOWE, 7100 Airline, Airline Trailer Park, #355 Continental, Midland, TX 79712.

WITNESSETH, that the said JON C. CONNER, for and in consideration of 20 percent (twenty) of the total of all royalties received by ROBERTA P. "POLLY" STOWE, as a result of the sale of the device known as the "Hydrogen/Oxegen Fuel Cell," does hereby remise, release and quit-claim unto ROBERTA P. "POLLY" STOWE, and her heirs, and assigns, forever, all the right, title, claim and demand which JON C. CONNER. has in, and to the following described property, to wit:

20 percent ownership of the "Hydrogen/Oxygen Fuel Cell," and the patents upon the property, namely, United States Patent Numbered 5231954, Canadian Patent No. 2141880 similarly titled, and Mexican Patent No. 183455, similarly titled.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of ION C. CONNER, either in law or equity, to the only proper use, benefit and belief of ROBERTA P. "POLLY" STOWE, her heirs and assigns, forever.

IN WITNESS THEREOF, JON C. CONNER has hereunto set his hand and seal the day and year first written above.

Subscribed and swom to before me this

Conn. Exp

SEAL



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PATENT: \$00Z-10-LDO Rising Star Homes

**AFFIDAVIT** 

ROBERTA P. "POLLY" STOWE

7100 Airline, Airline Trailer Park

#355 Continental

Midland, TX 79712

I, Roberta P. "Polly" Stowe, reside at 7100 Airline, Airline Trailer Park, #355 Continental, Midland,

TX, 79712. I was married to Gene B. Stowe, also known as Dink Bates Stowe, who was deceased in March,

1996. During his lifetime, Gene developed and patented a device known as the "Hydrogen/Oxygen Fuel Cell."

The device was patented in the United States, Canada and Mexico. When Gene passed, I inherited the majority

of the share of ownership, with a family friend, Jon C. Conner, holding ownership of the remaining shares.

My step-son, Gary Stowe, has apparently alleged that I signed an assignment of patent to him in 2002.

I disagree with him, I have no knowledge of signing the agreement, and did not intend to sign my ownership

to him at any time. I have examined the document purported to bear my signature, and I have verified that the

document is not notarized, and does not bear witness signatures.

The document appears to be contingent upon two issues, firstly, being that the document refers to a

separate "Purchase and Sale Agreement," which nulls the alleged "Patent Assignment," in the event Gary Stowe

is not able to become 100% owner of the device.

It appears the intent of the "Purchase and Sale Agreement" is to assign the patent rights to a company

known as "Water Fuel International," and for that company to pay royalties to Gary Stowe on the sale of the

device. It also appears that Gary Stowe is the president of Water Fuel International.

Affidavit of Roberta P. "Polly" Stowe

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PATENT

I do not believe I signed this document, and it is my intent to retain ownership and full authority over

the ownership of the patents, which are filed in the United States under the patent number 5231954, in Canada

under the patent number 2141880, and in Mexico, under the patent number 183455. I did not ever intend that

Gary Stowe would have ownership or even limited use of the ownership of the patent.

It is my further intent, that as of the date of the signing of this document, to cancel and revoke any and

all authorization of power of attorney that I have given to any person. I am a competent and sane adult person,

and I am able to deal with my own affairs and issues.

It is my further decision to make a record of my future intent with regard to the patent authorities. I

intend to enter into an agreement with Water Visions Inc., a private company, for the development,

manufacturing and marketing of the device, and I do not intend that any other person or corporation should

exercise any authority, or attempt to exercise authority over ownership of the patents, the device, or it's

manufacture or sales.

It is my further intent that this document should also act as notice of my personal directives in the event

that I should become incapacitated or for any other reason become unable to attend to my personal and

financial affairs, that my daughter Sandra Fitzpatrick be appointed my representative, and that she had full

control of my assets and property, inclusive of the patents.

I intend that she should continue to uphold my agreement with Water Visions Inc., and to act in my

behalf to ensure that no other person attempts to interfere in my designation regarding the patents, or the

performance of my agreement with Water Visions Inc.

Affidavit of Roberta P. "Polly" Stowe

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I intend to make a separate will and testament that will detail more fully my plans for distribution of my property, but want to expressly state here that I did not, and do not, want Gary Stowe to have assignment, ownership, or any authority in any form, over my ownership of the patents, or my right to do as I see fit with the patents.

FURTHER THE AFFIANT SAYETH NAUGHT.

DATED THIS <u>351H</u> DAY OF <u>SEXTEMBER</u>, 2004.

ROBERTA P. "POLLY" STOWE, Affiant

Subscribed and sworn to before me this 25711 day of 5712 day of 5712 day of 5712 day.

County of: MIDLAND

NOTARY PUBLIC State of Texas

Residing at: 100

Cmn. Exp.: 09-26-07

NANCI JENKINS JONES
Notary Public, State of Texas
My Commission Expires
September 26, 2007

SEAL

Affidavit of Roberta P. "Polly" Stowe Page 3 of 3

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# **POWER OF ATTORNEY**

#### KNOW ALL MEN BY THESE PRESENTS:

That the undersigned has made, constituted and appointed, and by these presents does make, constitute and appoint her natural daughter, SANDRA FITZPATRICK of 7100 Circles Cd. #923 Ivish, the true and lawful attorney of the undersigned for and in the name, place and stead of the undersigned:

For my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, account, legacies, bequests, interests, dividends, royalties, annuities and demands whatsoever as are now, or shall hereafter become due, owing, payable or belonging to me, and have use and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances, or other sufficient discharges for the same, for me and in my name, to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take all lands and all deeds and other assurances, in the law therefor, and to lease, let demise, bargain, sell remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions and under such covenants as she shall deem fit.

Also, to bargain and agree for, buy, sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, chooses in action and other property in possession or in action, and to make, do and transact all and every kind business of whatsoever nature or kind, and also for me and in my name, and as my act and deed, to sign, execute, deliver and acknowledge such deeds, leases and assignment of leases, covenants, indentures, agreements, mortgages, hypothecation's, bottomries, charter-parties, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfaction of mortgages, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

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Also to sign and deliver checks, drafts or other orders for the payment of money upon any bank, including checks, drafts or orders drawn to, or for the account of my said attorney personally and to draw money thereon; to settle and adjust my accounts with any bank.

Giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do, or cause to be done by virtue of these presents.

DONE AND DATED THIS 257H DAY OF SEPTEMBER, 2004.

On this <u>A5M</u> day of September, 2004, before me, a Notary Public in and for the State of Idaho, personally appeared ROBERTA P. "POLLY" STOWE, of 7100 Airline, Airline Trailer Park, #355, Midland, Texas, 79712, known to me to be the person whose name is subscribed to the within instrument, and acknowledge to me that she executed the same. 5/53 RM.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

NANCI JENKINS JONES Notary Public, State of Texas My Commission Expires September 26, 2007

SEAL