

Form PTO-1595
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RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. 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):

Mellows Limited (03/31/2004)

Additional name(s) of conveying party(ies) attached?

☐ Yes

☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: ENER.G PLC

Internal Address: _____

Street Address: _____

a company incorporated in England and Wales
whose registered office is at
Ener.G House
Daniel Adamson Road
Salford

City & State: Manchester

Country: England

Zip: M50 1DT

Additional name(s) &
address(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 new application is:

A. Patent Application No.(s):

08/768,028 filed 12/13/1996

B. Patent No.(s):

6,149,773 issued 11/21/2000

Additional numbers attached?

☐ Yes

☒ No

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

Name: Carl E. Moore, Jr.

MARSHALL, GERSTEIN & BORUN LLP

Internal Address: Atty. Dkt.: 30611/33662

Street Address:
233 S. Wacker Drive, Suite 6300
Sears Tower

City:
Chicago

State:
IL

Zip:
60606-6357

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:

13-2855

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

DO NOT USE THIS SPACE

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.

Carl E. Moore, Jr. - 26,487

Name of Person Signing

CEM
Signature

October 28, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 9

I hereby certify that this correspondence is being facsimile transmitted to the Patent and Trademark Office, facsimile no. (703) 306-5995, on the date shown below.

Dated: October 28, 2004

Signature: CEM

(Carl E. Moore, Jr.)

PATENT

REEL: 015306 FRAME: 0459

700126931

CH \$40.00 132855 08768028

DATED 31 March 2004

(1) MELLOWS LIMITED

(2) ENER.G PLC

GENERAL DEED OF ASSIGNMENT

of Intellectual Property Rights

Stevens & Bolton
The Billings
GUILDFORD
GU1 4YD

Ref: RAB.GVB.EN0813.47

PATENT
REEL: 015306 FRAME: 0460

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THIS DEED is made on 31 March 2004
BETWEEN

- (1) **MELLOWS LIMITED** (registered number 486992) a company incorporated in the British Virgin Islands whose registered office is at Sea Meadow House, Blackburne Highway, Road Town, Tortola, British Virgin Islands ("Assignor"); and
- (2) **ENER.G PLC** (registered number 3516925) a company incorporated in England and Wales whose registered office is at Ener.G House, Daniel Adamson Road, Salford, Manchester, M50 1DT ("Assignee").

WHEREAS

The Assignor is willing to assign and the Assignee wishes to acquire the Intellectual Property Rights (as hereinafter defined) for the consideration and upon the terms set out in this Deed.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, unless expressly stated to the contrary, the following expressions shall have the following meanings:

Intellectual Property	all intellectual and industrial property rights, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, topography rights, passing-off rights, and copyright (including moral rights), performer protection rights or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;
Intellectual Property Rights	all Intellectual Property owned or used by the Assignor including the patents listed in the Schedule to this Deed ("Patents") and the Technology Rights;
Technology Rights	the rights of the Assignor in all business, confidential and other information and technology whatsoever and "Technology" shall refer to all such matters.

2 ASSIGNMENT

For the consideration as set out in a sale and purchase agreement relating inter alia to the sale and purchase of shares in Waste Gas Technology UK Limited entered into by the parties on the date hereof the Assignor hereby assigns with full title guarantee to the Assignee:

- 2.1 all the property, right, title and interest in the Intellectual Property Rights vested in the Assignor;

- 2.2 all rights of the Assignor to institute and maintain proceedings against any person in respect of any infringement of any of the Intellectual Property Rights whether such infringement or wrongful use occurred prior to the date hereof or occurs on or after the date hereof;
- 2.3 the right to apply for, prosecute patent or similar protection throughout the world in respect of the Technology Rights so far as the same exists and the inventions claimed in the Patents including where possible and appropriate the right to claim priority for such Patents, to hold unto the Assignee absolutely.

3 WARRANTIES

- The Assignor warrants represents and undertakes to the Assignee (to the intent that such warranties shall remain in full force and effect notwithstanding completion of this Deed and that such warranties shall be construed as separate and independent and shall not be affected or restricted by one another) that:
- 3.1 the Assignor is the beneficial owner with full title guarantee of the Intellectual Property Rights and has the unrestricted right to use and assign the same;
- 3.2 the Assignor is entitled to sell and transfer its right title and interest in and to the Intellectual Property Rights to the Assignee on the terms set out in this Deed;
- 3.3 the Assignor has not parted with the ownership, possession or control of, or disposed or agreed to dispose of, or granted to agreed to grant any option or right of pre-exemption in respect of, or offered for sale, its right title or interest in any of Intellectual Property Rights; and
- 3.4 none of the Intellectual Property Rights is subject to any encumbrance (including, without limitation, any debenture, mortgage, charge or lien).

4 MORAL RIGHTS

The Assignor hereby waives any right to be identified as the author of the Intellectual Property Rights and any right to object to derogatory treatment of the Intellectual Property Rights and confirms that all moral rights in respect of them have been waived by all former owners of such rights.

5 FURTHER ASSURANCE

- 5.1 The Assignor further covenants that it will execute all documents, papers, forms and authorisations and depose to or swear all declarations and oaths and do all such things as the Assignee may reasonably require to secure for the Assignee the full benefit of the rights assigned under this Deed.
- 5.2 The Assignor hereby irrevocably appoints the Assignee as its attorney in its name to execute any document and do any act or thing which may be necessary to fulfil its obligations under this Deed.

6 **GOVERNING LAW AND JURISDICTION**

This Deed (together with all documents referred to herein) shall be governed by and construed in accordance with the laws of England and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the English Courts for the settlement of all disputes or claims which may arise out of or in connection with this Deed.

7 **COUNTERPARTS**

This Deed may be executed in any number of counterparts each of which when executed by one or more of the parties hereto shall constitute an original but all of which, when dated with the same date, shall constitute one and the same agreement.

IN WITNESS whereof this Deed has been duly executed as a deed and delivered the date first above written

SCHEDULE 1

PATENTS

Number	Territories
0643817	Austria, Germany, United Kingdom, Ireland, Netherlands, Canada.
15070/96 (689848)	Australia
0313548	South Korea
253249	New Zealand
2131583T	Spain
6149773	USA

THE COMMON SEAL OF MELLOWS)
LIMITED was hereunto fixed in the)
presence of Adela Rees- Williams)

Adela Rees-Williams [director/officer]

EXECUTED as a DEED by ENER.G)
PLC acting by a Director and the)
Secretary or two Directors:)

[Signature] Director

[Signature] Director/Secretary

