

06-08-04

Docket No.: 15913.0

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FORM PTO-1595 (Modified) (Rev. 03-01) OMB No. 0651-0027 (exp. 5/31/2002) P08A/REV03-

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

PATENTS ONLY

6-7-04

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Hydrocarbon Technologies, Inc. (New Jersey) Hydrocarbon Technologies Innovation Group, Inc. Additional names(s) of conveying party(ies) [ ] Yes [X] No

2. Name and address of receiving party(ies): Name: Hydrocarbon Technologies, Inc. (Utah) Address: 1501 New York Avenue 06-25-2004

3. Nature of conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: May 28, 2004

Barcode: 102777561 City: Lawrenceville State/Prov.: NJ Country: USA ZIP: 08648 Additional name(s) & address(es) [ ] Yes [X] No

4. Application number(s) or patent numbers(s): If this document is being filed together with a new application, the execution date of the application is: Patent Application No. Filing date B. Patent No.(s) 5,866,501 5,871,638 6,139,723 6,190,542 Additional numbers [ ] Yes [X] No

6. Total number of applications and patents involved: 4

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John M. Guynn Registration No. 36,153 Address: Workman Nydegger 1000 Eagle Gate Tower 60 East South Temple City: Salt Lake City State/Prov.: UT Country: USA ZIP: 84111

7. Total fee (37 CFR 3.41): \$ 160.00 [X] Enclosed - Any excess or insufficiency should be credited or debited to deposit account [ ] Authorized to be charged to deposit account 8. Deposit account number: 23-3178 (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. John M. Guynn Name of Person Signing

Signature

Date June 7, 2004

Total number of pages including cover sheet, attachments, and

4

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450, Alexandria, VA 22313-1450

06/24/2004 LNELLER 0000027 586591 160.00 DP 01 FC:0021

Workman Nydegger  
1000 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

**ASSIGNMENT**

HYDROCARBON TECHNOLOGIES, INC., a New Jersey corporation having a principal place of business at 1501 New York Avenue, Lawrenceville, New Jersey 08648 (“HTI New Jersey”), is the original assignee of record and owner of the entire right, title and interest of the following United States patents, and the inventions described therein (hereafter “Subject Patents”):

5,866,501  
5,871,638  
6,139,723  
6,190,542

HYDROCARBON TECHNOLOGIES INNOVATION GROUP, INC., a Utah corporation having a principal place of business at 1501 New York Avenue, Lawrenceville, New Jersey 08648 (“HTIG”), is the successor-in-interest to, and owner of, certain assets previously owned by HTI New Jersey, possibly including some or all of the Subject Patents and the inventions described therein.

HTI New Jersey and HTIG shall be individually and collectively referred to as “ASSIGNOR”.

HYDROCARBON TECHNOLOGIES, INC., a Utah corporation having a principal place of business at 1501 New York Avenue, Lawrenceville, New Jersey 08648 (“ASSIGNEE”), desires to secure the entire right, title and interest in the Subject Patents and the inventions described therein.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to ASSIGNOR by the ASSIGNEE, the receipt and sufficiency of which ASSIGNOR hereby acknowledges, HTI New Jersey and HTIG, individually and collectively as ASSIGNOR, hereby assign to the ASSIGNEE whatever rights they may individually or collectively possess or retain in the Subject Patents and the inventions described therein, including:

The entire right, title and interest in the Subject Patents and the inventions described therein, and in all divisions, continuations and continuations-in-part of said Subject Patents, and in any reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and Foreign countries, as well as the right to sue for past infringement and damages under any and all such patents.

The right to file foreign patent applications on said inventions in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

ASSIGNOR hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws, to issue any and all patents on the inventions described in the Subject Patents and Applications, to ASSIGNEE as the owner of the entire right, title and interest, for the sole use and behalf of ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby agrees, without further consideration and without expense to ASSIGNOR, to sign all lawful papers and to perform all other lawful acts which the ASSIGNEE may request of ASSIGNOR to make this Assignment fully effective, including, by way of example but not of limitation, the following:

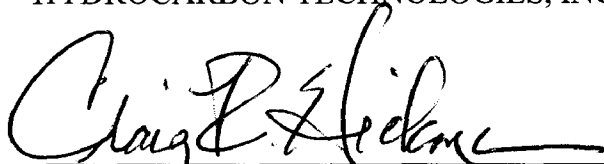
Prompt execution of all original, divisional, substitute, reissue and other United States and foreign patent applications on said inventions, and all lawful documents requested by the Assignee to further the prosecution of any such patent applications.

Cooperation to the best of ASSIGNOR'S ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon ASSIGNOR'S successors, assigns and legal representatives.

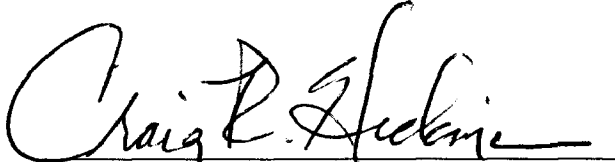
Dated this 28 day of May 2004.

HYDROCARBON TECHNOLOGIES, INC. (HTI New Jersey)



By: Craig R. Hickman  
Chief Executive Officer

HYDROCARBON TECHNOLOGIES INNOVATION GROUP, INC.



By: Craig R. Hickman  
President

STATE OF New Jersey )  
  : ss.  
COUNTY OF Morris )

On this 28 day of May 2004, before me personally appeared CRAIG R. HICKMAN, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he have read the same and know the contents thereof and that they executed the same as his free act and deed and for the purposes set forth therein.

  
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NOTARY PUBLIC

(SEAL)

Kelly R. Repoley  
Notary Public Of New Jersey  
My Commission Expires  
April 18, 2007

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