

08-18-2004

File 001

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OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings



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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):  
Emertech Technologies, LLC  
  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: First Responder Systems & Technologies, LLC  
Internal Address: \_\_\_\_\_

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
  
Execution Date: April 1, 2004

Street Address: LBTC D - 124, S. Stadium Drive  
  
City: Baton Rouge State: LA Zip: 70803  
  
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 application is: \_\_\_\_\_  
A. Patent Application No.(s)  
10/444,045  
  
Additional numbers attached?  Yes  No

6. Total number of applications and patents involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Lance A. Foster  
Internal Address: Jones, Walker, Waechter, Poitevent, Carrere & Denegre, LLP  
  
Street Address: 8555 United Plaza Boulevard,  
4th Floor  
City: Baton Rouge State: LA Zip: 70809

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
  
(Attach duplicate copy of this page if paying by deposit account)

OFFICE OF PUBLIC RECORDS  
2004 AUG 16 PM 3:10  
FINANCE SECTION

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.*  
Lance A. Foster  
Name of Person Signing

[Signature]  
Signature

12 AUG 04  
Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

08/18/2004 LHMELLER 00000005 10444045

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ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

EMERTECH TECHNOLOGIES, LLC

AND

FIRST RESPONDER SYSTEMS & TECHNOLOGIES, LLC

April 1, 2004

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") entered into on April 1, 2004, by and between Emertech Technologies, LLC, a Louisiana limited liability company ("Technologies") and First Responder Systems & Technologies, LLC, a Louisiana limited liability company ("FIRST"). Technologies and FIRST are referred to collectively herein as the "Parties."

This Agreement is a transaction in which Technologies assigns and conveys all of its assets to FIRST in return for the assumption by FIRST of all liabilities of Technologies.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

### 1. Definitions.

"Acquired Assets" means all of the right, title, and interest that Technologies possesses and has the right to transfer in and to all of its assets, *including* all of its (a) intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (b) agreements, contracts, indentures, mortgages, instruments, Liens, guaranties, other similar arrangements, and rights thereunder, (c) accounts, notes, and other receivables, (d) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery, rights of set off, and rights of recoupment, (e) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, (f) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials, and (g) Cash.

"Assumed Liabilities" means all liabilities and obligations of Technologies (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including (a) all liabilities for unpaid Taxes, (b) all liabilities for transfer, sales, use, and other non-income Taxes arising in connection with the consummation of the transactions contemplated hereby, (c) all liabilities and obligations under the agreements, contracts, leases, licenses, and other arrangements referred to in the definition of Acquired Assets, (d) all liabilities and obligations with respect to environmental matters, including without limitation those arising under Environmental, Health, and Safety Requirements, and (e) all obligations to indemnify any Person (whether such indemnification is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such indemnification is pursuant to any statute, charter document, bylaw, agreement, or otherwise).

"Technologies" has the meaning set forth in the preface above.

"Cash" means cash and cash equivalents (including marketable securities and short term investments) calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

"Closing" has the meaning set forth in §2 below.

"Closing Date" has the meaning set forth in §2 below.

"Code" means the Internal Revenue Code of 1986, as amended.

"Environmental, Health, and Safety Requirements" shall mean all federal, state, local, and foreign statutes, regulations, and ordinances concerning public health and safety, worker health and safety, and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any hazardous materials, substances, or wastes, as such requirements are enacted and in effect on or prior to the Closing Date.

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"Lien" means any mortgage, pledge, lien, encumbrance, charge, or other security interest.

"Party" has the meaning set forth in the preface above.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

"FIRST" has the meaning set forth in the preface above.

"State" means the State of Louisiana.

"Tax" or "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not.

## 2. The Transaction.

(a) Assignment and Conveyance of Assets. On and subject to the terms and conditions of this Agreement, Technologies agrees to, and does hereby, sell, transfer, convey, and deliver to FIRST, all of the Assigned Assets at the Closing for the consideration specified below in §2(b). TO HAVE AND TO HOLD, all of the foregoing rights, title and interests in and to the Assigned Assets, together with all rights, titles

interests, privileges, claims, demands and equities existing and to exist in connection therewith, unto FIRST, its successors and assigns, forever.

(b) Assumption of Liabilities. On and subject to the terms and conditions of this Agreement, FIRST agrees to assume, and does hereby assume and become responsible for, all of the Assumed Liabilities as of the date hereof

3. FIRST's Representations and Warranties. FIRST represents and warrants to Technologies that FIRST is an LLC duly organized, validly existing, and in good standing under the laws of the State. FIRST has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of FIRST.

4. Technologies' Representations and Warranties. Technologies represents and warrants to FIRST that Technologies is an LLC duly organized, validly existing, and in good standing under the laws of the State. Technologies has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Technologies. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized by Technologies.

5. Miscellaneous.

(a) Survival of Representations and Warranties. All of the representations and warranties of the Parties contained in this Agreement shall survive.

(b) No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Either Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party.

(e) Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Governing Law. *This Agreement shall be governed by and construed in accordance with the domestic laws of the State, without giving effect to any conflict of law*

provision or rule (whether of the State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State. Venue for resolution of any disputes arising under this Agreement shall lie exclusively in the State or federal courts of East Baton Rouge Parish, Louisiana, to which the Parties hereby mutually and irrevocably give their consent and irrevocably waive all objections thereto.

(h) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Technologies and FIRST. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Parties making such a waiver, nor such waiver shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(i) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(j) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, State, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

EMERTECH TECHNOLOGIES, LLC

By: Walter Drouin  
Manager

FIRST RESPONDER SYSTEMS & TECHNOLOGIES, LLC

By: Walter Drouin  
Chairman

**IN THE UNITED STATES OF AMERICA  
PATENT AND TRADEMARK OFFICE**

**APPLICANTS:** Matthew Butler and George Lane

**SERIAL NO.:** 10/444,045

**FILING DATE:** May 22, 2003

**TITLE:** Processing System for Remote Chemical Identification

**DOCKET NO.:** 16384/96518-01

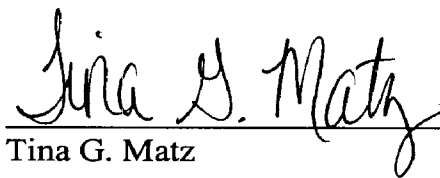
**CERTIFICATE OF MAILING**

Date of Deposit: August 12, 2004

I hereby certify that the following attached paper or fee:

- Assignment Recordation Form Coversheet (1 pg.);
- Certificate of True and Correct Copy (1 pg.);
- Assignment and Assumption Agreement (5 pgs.);
- Check for \$40.00 (assignment recordation fee); and
- Stamped, return postcard;

is being deposited with the United States Postal Service on the date indicated above and is addressed to **Mail Stop ASSIGNMENTS**, Commissioner of Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

  
\_\_\_\_\_  
Tina G. Matz

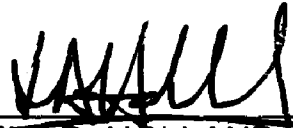
{B0249713.1}

**PATENT  
REEL: 015684 FRAME: 0834**

**STATE OF LOUISIANA  
PARISH OF LIVINGSTON**

**CERTIFICATION OF TRUE AND CORRECT COPY**

I, Jimmy D. Holland, Notary Public, do hereby certify and affirm that attached hereto is a true and correct copy of the Assignment and Assumption Agreement dated as of April 1, 2004, by and between Emertech Technologies, LLC, and First Responder Systems & Technologies, LLC, executed and delivered by the parties thereto as shown by the authorized signatures conformed thereon.



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JIMMY D. HOLLAND  
Commission for Life  
No. 67339