City: Fresho 8. Payment Information State:CA Zip: 93720 Phone Number: (559) 447-1837 a. Credit Card Last 4 Numbers 5527 Email Address: richard@freshopatentipe@com b. Deposit Account Number B. Signature: Charle Address Signature Date	m PTO-1595 (Rev. 09/04) B No. 0651-0027 (exp. 6/30/2005)	U.S. DEPARTMENT OF COMMERC United States Patent and Trademark Offi	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(s) bell 1. Name of conveying party(les)/Execution Date(s): 2. Name and address of receiving party(les) Dick Falls Name: Investors Precision Manufacturing, Inc. (IPM, Inc.) Dick Falls Internal Address: a California Corporation Execution Date(s).09/17/2003 Street Address: 10468 Freshwater Point Additional name(s) of conveying party(les) attached? Yes Additional name(s) of conveying party(les) attached? Yes Additional name(s) of conveying party(les) attached? Yes Additional name(s) address(e) nation or patent number(s): City: Stockton Street Address: 6 address to whom correspondence concerning document should be mailed: City: Stockton Name: Richard A. Ryan Freshwater of applications and patents involved: 1 Internal Address: Attorney at Law 6. Total number of applications and patents involved: 1 Internal Address: Attorney at Law None required (government interest not affecting involved: 1 Internal Address: Attorney at Law B. Payment Information a. Credit Card Last 4 Numbers isst? Street Address: Attorney at Law B. Payment Information a. Credit Card Last 4 Numbers isst? Fresho B.			
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Execution Date(s) 09/17/2003 Additional name(s) of conveying party(les) attached? Yes No Street Address: 10468 Freshwater Point Additional name(s) of conveying party(les) attached? Yes No Street Address: 10468 Freshwater Point Street Address: 10468 Freshwater Point Security Agreement Change of Name Government Interest Assignment State: California Other Additional name(s) & address(es) attached? Yes A Application or patent number(s): This document is being filed together with a new applic B. Patent No.(s) B. Patent Application No.(s) B. Patent No.(s) B. Patent No.(s) Concerning document should be mailed: 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 Name: Richard A. Ryan Authorized to be charged to deposit account Street Address: 6497 N. Milbrook Ave., #110 Authorized to be charged to deposit account Street: CA Zip: 93720 Phone Number: (559) 447-1042 B. Payment Information a. Credit Card Last 4 Numbers 5527 Expiration Date 10/2007 Phone Number: (559) 447-1042 Deposit Account Number Signature: Signature 2/10 / 2205	Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)	
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□ Executive Order 9424, Confirmatory License Country: US Zip: 95209 □ Other	, , , , , , , , , , , , , , , , , , ,	State: California	
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Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT REEL: 015694 FRAME: 0860

Assignment of Invention and Provisional Patent Application

For value received, <u>// o ></u> by Dick Falls (hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto IPM Inc. a California Corporation, and its successors or assigns, (hereinafter ASSIGNEE) 100% of the Following:

- (A) ASSIGNORS right, title, and interest to the invention entitled "APPARATUS FOR REMOVING PARTICULATE AND LIQUID CONTAMINANTS FROM LUBRICATING OIL" invented by ASSIGNOR
- (B) the provisional application for the United States patent therefore, signed by the ASSIGNOR on 7-30-2002, U.S. Patent and Trademark Office Serial Number 60/400419 filed on 7-31-2002
- (C) any patent or reissues of any patent that may be granted thereon; and
- (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application.

ASSIGNOR authorizes and requests that the Commissioner for Patents to issue any resulting patent(s) as follows: 100% to ASSIGNEE.

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title, and interest in and to said invention within the United States of America, and in each and every country foreign to the U.S.; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified provisional application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony, and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest in them.

1.1. GENERAL PROVISIONS

1.1.1 SURVIVAL OF ASSIGNMENT. This Assignment shall not be terminated by a restructuring of the ASSIGNEE or of the ASSIGNOR. If either of the parties restructures the contract shall survive.

1.1.2 LEGAL REPRESENTATION. Each party acknowledges that they were advised that they were entitled to separate counsel and they have either employed such counsel or voluntarily waived their right to consult with counsel.

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1.1.3 NOTICES. All notices and other communications provided for or permitted hereunder shall be in writing and shall be made by hand delivery, first class mail, telex or telecopier, addressed as follows:

ASSIGNEE:	ASSIGNOR:
IPM Inc.	Dick Falls.
10181 Commercial Ave.	1550 Kamm Ave. #144
Penn Valley, CA 94946	Kingsburg, CA 93631

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered; three (3) business days after deposit in any United States Post Office in the Continental United States, postage prepaid, if mailed; when answered back, if telexed; and when receipt is acknowledged, if telecopied.

1.1.4 ATTORNEY'S FEES. In the event that a dispute arises with respect to this Assignment, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Assignment, whether or not it was necessary for such party to institute suit.

1.1.5 COMPLETE ASSIGNMENT OF THE PARTIES. This is the complete Assignment of the parties and it supersedes any Assignment that has been made prior to this Assignment.

1.1.8 BINDING. This Assignment shall be binding both of the parties hereto.

1.1.9 NUMBER AND GENDER. Whenever the singular number is used in this Assignment and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders, and the word "person" shall include a corporation, firm, partnership, or other form of association.

1.1.10 GOVERNING LAW. The parties hereby expressly acknowledge and agree that this Assignment is entered into in the State of California and, to the extent permitted by law, this Assignment shall be construed, and enforced in accordance with the laws of the State of California.

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1.1.11 FAILURE TO OBJECT NOT A WAIVER. The failure of a party to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Assignment shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct until 30 days since the wrongful act or omission to act has passed.

1.1.12 UNENFORCEABLE TERMS. Any provision hereof prohibited or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Assignment. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Assignment be deemed to be a valid and binding Assignment enforceable in accordance with its terms.

1.1.13 EXECUTION IN COUNTERPARTS. This Assignment may be executed in several counterparts and when so executed shall constitute shall constitute one Assignment binding on all the parties, notwithstanding that all the parties are not signatory to the original and same counterpart.

1.1.14 FURTHER ASSISTANCE. From time to time each party shall execute and deliver such further instruments and shall take such other action as any other party may reasonably request in order to discharge and perform their obligations and Assignments hereunder and to give effect to the intentions expressed in this Assignment.

1.1.15 INCORPORATION BY REFERENCE. All exhibits referred to in this Assignment are incorporated herein in their entirety by such reference.

1.1.16 CROSS REFERENCES. All cross-references in this Assignment, unless specifically directed to another Assignment or document, refer to provisions in this Assignment, and shall not be deemed to be references to any overall transaction or to any other Assignments or documents.

1.1.17 MISCELLANEOUS PROVISIONS. The various headings and numbers herein and the grouping of provisions of this Assignment into separate divisions are for the purpose of convenience only and shall not be considered a part hereof. The language in all parts of this Assignment shall in all cases be construed in accordance to its fair

PATENT REEL: 015694 FRAME: 0863

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meaning as if prepared by all parties to the Assignment and not strictly for or against any of the parties.

2. **REMEDY FOR BREACH**

ASSIGNOR acknowledges that the invention to be rendered by him hereunder is of a special, unique, and extraordinary character which gives this Assignment a peculiar value to ASSIGNEE, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by ASSIGNOR of this Assignment shall cause ASSIGNEE irreparable injury. ASSIGNOR asserts no specific claim or guarantee in the invention and acknowledges that this Assignment may be enforced against him by injunction and other equitable remedies, without bond. Such relief shall not be exclusive, but shall be in addition to any other rights or remedies ASSIGNEE may have for such breach.

ASSIGNEE acknowledges that the invention to be rendered to it hercunder is of a special, unique, and extraordinary character which gives this Assignment a peculiar value to ASSIGNOR, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by ASSIGNEE of this Assignment shall cause ASSIGNOR irreparable injury. Therefore, ASSIGNEE expressly acknowledges that this Assignment may be enforced against it by injunction and other equitable remedies, without bond. Such relief shall not be exclusive, but shall be in addition to any other rights or remedies ASSIGNOR may have for such breach.

In testimony whereof ASSIGNOR and ASSIGNEE have hereunto set hand and seal on the date below.

Witness

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