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Form PTO-1595

RECORDATION FORM



OF COMMERCE

(Rev. 6-93)

PATENTS

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Trademark Office

OMB No. 0651-0011 (exp. 4/94)

OFFICE OF PUBLIC RECORDS

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party (ies):

Clifford L. Ashbrook

FINANCE SECTION

8-24-04

Additional name(s) of conveying party (ies) attached? NO Yes/ No

2. Name and address of receiving party (ies)

Name: LANCER PARTNERSHIP, LTD.

Internal Address: _____

Street Address: 6655 Lancer Blvd.City: San Antonio State: TX ZIP: 78219Additional name(s) & address (es) attached? NO Yes/ No

3. Nature of conveyance:

X Assignment _____ Merger

_____ Security Agreement _____ Change of Name

_____ Other _____

Execution Date: December 18, 2001

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)

Additional numbers attached? NO Yes/ NoB. Patent No.(s) 5,318,702; 5,435,913; & 6,045,068

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

Name: CHRISTOPHER L. MAKAYInternal Address: 1634 Milam BuildingStreet Address: 115 East Travis StreetCity: San Antonio State: TX ZIP: 782056. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$ 120.00X Enclosed

_____ Authorized to be charged to deposit account

8. Deposit account number:

(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.*Christopher L. Makay

Name of Person Signing

Signature

20 August 2004
Date

08/25/2004 ECOOPER 00000025 5318702

01 TC:8021

120.00 Total number of pages including cover sheet, attachments, and document: 3 Q-0016.29 .31 & .34

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

PATENT
 REEL: 015711 FRAME: 0148

VORTEX/COLLOID MILL TECHNOLOGY ASSIGNMENT AND PURCHASE AGREEMENT

This agreement is made between CLIFFORD ASHBROOK ("Ashbrook"), QUINETICS CORPORATION ("Quinetics"), LANCER CORPORATION ("Lancer Corporation"), and LANCER PARTNERSHIP, LTD. ("Lancer"). This agreement, hereinafter referred to as "Agreement," is effective on the date set forth below.

RECITALS

Ashbrook, Quinetics, and Lancer Corporation previously entered into a Patent and Know-How License Agreement, which was amended in its entirety by an agreement having an effective date of November 19, 1990, and then again at least on January 2, 1997, May 23, 1997, and April 5, 1999. (the Patent and Know-How License Agreement and any and all amendments being referred to herein as the "Old License Agreements"). In the Old License Agreements, Lancer Corporation was granted an exclusive license to trade secrets, know-how, and patents relating to inventions for treating liquids in a colloid mill.

The parties now desire for Ashbrook and Quinetics to sell, assign, transfer, and set over unto Lancer their entire right, title, and interest in and to vortex technology.

"Vortex Technology" (also referred to as "VT"), as used in this Agreement, refers to any technology or right that relates to, is derivative of, or an improvement on, colloid mills, vortex systems, or the use of kinetic energy to treat fluids, and is further defined in Attachment A to this Agreement.

"Vortex Technology Trade Secrets" (also referred to as "VT Trade Secrets"), as used in this Agreement, refers to those trade secrets assigned hereunder that relate to VT.

"Vortex Technology Patents" (also referred to as "VT Patents"), as used in this Agreement, refers to all patents and patent applications assigned hereunder on which Mr. Clifford Ashbrook is an inventor.

"Vortex Technology Products" (also referred to as "VT Products"), as used in this Agreement, refers to products that include VT Trade Secrets or are covered by valid, issued, and enforceable VT Patents.

"Quarter" or "Quarterly" as used in this Agreement, refer to the four calendar year time periods:

1st Quarter: January 1 through March 31;

2nd Quarter: April 1 through June 30;

3rd Quarter: July 1 through September 30; and

4th Quarter: October 1 through December 31.

When a payment is referred to as due in a Quarter, pursuant to this Agreement, the payment shall be due thirty (30) days after the last day of that Quarter.

Quinetics is a party to this Agreement because, although Ashbrook has received from Quinetics an assignment of all Quinetics' rights to VT, Quinetics was a party to the Old License Agreements, and the parties desire to ensure that Lancer has clear title to all rights to VT. Quinetics desires to obviate any proceeding to require it to assign rights to quiet title to VT.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND INTENTIONS CONTAINED ABOVE AND BELOW, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, IN HAND RECEIVED, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS.

TERMS

1. Assignment

Ashbrook and Quinetics hereby sell, assign, transfer, and set over unto Lancer, its lawful successors and assigns, all of their right, title and interest in and to VT.