

Form PTO-1595 (Rev. 03/01) **RECORDATION FORM COVER SHEET PATENTS ONLY** U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office  
 OMB No. 0651-0027 (exp. 5/31/2002)  
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 Enerfab Clean Air Technologies, LLC  
 751 Central Avenue, P.O. Box 668  
 Westfield, NJ 07091-0668

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

2. Name and address of receiving party(ies)  
 Name: Wheelabrator Air Pollution Control, Inc.  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 441 Smithfield Street  
 \_\_\_\_\_  
 City: Pittsburgh State: PA Zip: 15222

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other New Jersey Limited Liability Company

Execution Date: \_\_\_\_\_

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)  
 09/975,701  
 10/873,630

B. Patent No.(s)  
 5,084,072; 6,037,291; 6,110,256; 6,193,782; 6,294,003;  
 6,508,861; and 6,365,112

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: David V. Radack  
 Internal Address: \_\_\_\_\_  
Eckert Seamans Cherin & Mellott, LLC  
 \_\_\_\_\_  
 Street Address: 600 Grant Street  
44th Floor  
 City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and patents involved: 9

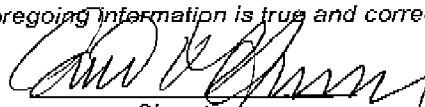
7. Total fee (37 CFR 3.41).....\$ 360.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
02-2556

(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.*

David V. Radack  March 30, 2005  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 1

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

CH \$360.00 022666 09976701

### ASSIGNMENT

**WHEREAS**, Enerfab Clean Air Technologies, LLC (hereafter "ASSIGNOR"), is the owner of the entire right, title and interest in, to and under the inventions, patents and applications on the attached Schedule A-1 and is the owner of an undivided one half of the entire right, title and interest in, to and under the invention, patent and application on the attached Schedule A-2 (collectively, the inventions set forth on Schedule A-1 and Schedule A-2 are referred to herein as the "Inventions");

**WHEREAS**, Wheelabrator Air Pollution Control, Inc. (hereinafter "ASSIGNEE") is desirous of acquiring Assignor's entire interest in the Inventions, patents and applications on the attached Schedule A-1 and is desirous of acquiring Assignor's undivided one half interest in the Invention and patent, and Assignor's interest in the application, on the attached Schedule A-2.

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, hereby Assignor sells, assigns, and transfers and sets over, unto said ASSIGNEE, its successors, legal representatives and assigns, its entire right, title and interest in, to and under said Inventions, patents, and United States applications and all divisions, renewals, and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues, reexaminations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said Inventions in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including, without limitation, patents, utility models and designs which may be granted for said Inventions in any country or countries foreign to the United States and all extensions, renewals, reexaminations and reissues thereof.

ASSIGNOR HEREBY authorizes and requests the Director of the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR HEREBY covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

ASSIGNOR HEREBY further covenants and agrees that it will communicate to said ASSIGNEE, its successors, legal representatives and assigns, and facts known to it respecting said Inventions, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and foreign applications, make all rightful oaths, and

generally do everything possible to aid said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said Inventions in all countries.

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Dated: March 11, 2005

ASSIGNOR:

Enerfab Clean Air Technologies, LLC

By: Terry Pfister  
Print Name: Terry Pfister  
Its: Authorized Manager

STATE OF Ohio  
COUNTY OF Hamilton SS:

BEFORE ME, the undersigned authority, on this 11th day of March, 2005, appeared Terry Pfister personally known to me to be the person who executed the foregoing instrument as Authorized Manager of the company therein named and acknowledged to me that the instrument was the free act of the company for the purposes therein set forth.

Donna J. Griffith  
NOTARY PUBLIC

DONNA J. GRIFFITH  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 10-19-05

**SCHEDULE A-1****PATENTS**

Patent #5,084,072, Wet Wall Electrostatic Precipitator with Liquid Recycle, issued January 28, 1992.

Patent #6,037,291, Regeneration of Adsorbents Utilizing Thermal Oxidation of Adsorbates, issued March 14, 2000.

Patent #6,110,256, Apparatus and Method for Removing Particulate and Corrosive Gases from a Gas Stream, issued August 29, 2000.

Patent #6,193,782, Modular Condensing Wet Electrostatic Precipitators and Method, issued February 27, 2001.

Patent #6,294,003 B1, Modular Condensing Wet Electrostatic Precipitators, issued September 25, 2001.

Patent #6,508,861 B1, Integrated Single-Pass Dual-Field Electrostatic Precipitator and Method, issued January 21, 2003.

**PATENT APPLICATIONS**

Application #09/975,701, Apparatus and Method for Removing Elemental Mercury from a Gas Stream, Office Action issued July 26, 2004; no response has been filed to the Office Action issued.

**SCHEDULE A-2****PATENT**

Patent #6,365,112 B1, Distribution of Corona Discharge Activated Reagent Fluid Injected into Electrostatic Precipitators, issued April 2, 2002. (Jointly owned by Assignor & MSE Technology Applications, Inc.: PEESP-assignment is separate - Arthur Jacob, Counsel).

**PATENT APPLICATIONS**

USSN 10/873,630 Removal of Mercury from Flue Gases (PEESP with specific reagents) (Jointly owned by Assignor & MSE Technology Applications, Inc.)