

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
D H2O L.L.C.	04/27/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	OpenCEL LLC
<b>Street Address:</b>	180 N. Stetson Avenue, Suite 2500
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6030538
<b>CORRESPONDENCE DATA</b>	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Correspondent Name:</b>	Marshall, Gerstein & Borun LLP
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<b>Address Line 4:</b>	Chicago, ILLINOIS 60606
<b>NAME OF SUBMITTER:</b>	Paul C. Craane
<b>Total Attachments: 3</b> source=DOC001#page1.tif source=DOC001#page2.tif source=DOC001#page3.tif	

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**PATENT**  
**REEL: 016016 FRAME: 0408**

## ASSIGNMENT AGREEMENT

This assignment agreement ("Assignment") is entered into the 27<sup>th</sup> day of April, 2005 ("Effective Date") by and between D H2O, L.L.C., an Illinois limited liability corporation ("Assignor") and OpenCEL LLC, a Delaware limited liability corporation ("Assignee"), of which Assignor is a member, both having a place of business at Two Prudential Plaza, 180 N. Stetson Avenue, Suite 2500, Chicago, Illinois.

For good and valuable consideration sufficiently received the parties agree as follows:

As used herein, "Patent Rights" means the U.S. applications and patents listed in Attachment A and any continuations, continuations in part, divisions, reexaminations, reissues, substitutes, renewals or extensions thereof, and any related PCT or foreign applications or patents, in particular those also listed in Attachment A, and any continuations, continuations in part, divisions, reexaminations, reissues, substitutes, renewals or extensions thereof. Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors, assigns and legal representatives, its entire right, title and interest, both legal and equitable, throughout the world, in the Patent Rights, including the rights to any and all improvements therefrom. This assignment includes the assignment of the rights to sue for and retain past, present, and future damages and seek other remedies for past, present or future patent infringement of the Patent Rights or other rights that Assignor may have been able to assert against other parties under the Patent Rights before or after the Effective Date.

Assignor agrees to promptly execute or instruct its employees or others obligated to Assignor to so execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to prepare, file, obtain, maintain, issue, defend and enforce the Patent Rights.

This Assignment shall be governed by and construed in accordance with the laws of the state of Illinois, without regard to its choice-of-law rules except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted. However, any provision of this Assignment that is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

This Assignment and Attachment A hereto set forth the entire agreement and understanding between the parties as to the Patent Rights and merges and supersedes all prior discussions, proposals, offers and agreements, if any, with respect to the subject matter of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment by their duly authorized officers and representatives, effective as of the Effective Date.

Assignor

Name: Richard H. Missner  
Title: Manager  
Date: April 25, 2005

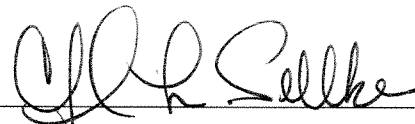
Assignee

Name: Richard H. Missner  
Title: Manager  
Date: April 25, 2005

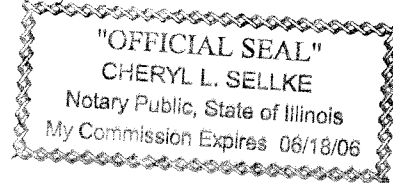
State of Illinois )  
 )  
County of Cook )

On this 25th day of April, 2005, before me personally appeared Richard H. Missner, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it and that he signed his name thereto by authority of the board of directors of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.



Notary Public



## **ATTACHMENT A**

### **U.S. Patents**

6,709,594

6,540,919

6,491,820

6,395,176

6,030,538

5,893,979

5,695,650

### **U.S. Patent Applications**

10/795,944

60/599,355

### **Canadian Patents**

2,307,724

### **Canadian Patent Application**

2,382,357

### **European Patent Application**

01924692.5