

4/7/05

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102982762

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

TEAMS Design

Execution Date(s) March 24, 2005

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Safety-Kleen Systems, Inc.

Internal Address: _____

Street Address: Cluster II, Building 3, 5400 Legacy Drive

City: Plano

State: Texas

Country: USA Zip: 75024

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

Additional numbers attached? Yes No

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

Name: Michael J. Turgeon, Esq.

Internal Address: _____

Street Address: 222 North LaSalle Street

City: Chicago

State: IL Zip: 60601

Phone Number: (312) 609-7716

Fax Number: (312) 609-5005

Email Address: mturgeon@vedderprice.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
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b. Deposit Account Number 22-0259

Authorized User Name Michael J. Turgeon

9. Signature:

Michael J. Turgeon
Signature

4/7/05
Date

Michael J. Turgeon, Esq.

Total number of pages including cover sheet, attachments, and documents: 4

04/15/2005 5 00000146 220259 102982762 Person Signing

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

WHEREAS, TEAMS Design, a corporation of the State of Illinois, located and doing business at 1812 W. Hubbard St. #3A, Chicago Illinois 60622, ("Assignor") is the owner of certain right, title, and interest in and to new and useful inventions and improvements in:

"SKIMMER ASSEMBLY"

or a full description of which reference is hereby made to an application for Letters Patent of the United States, executed on 3-24-05 and identified as Attorney Docket No. 00319.00.1005.

WHEREAS, Safety-Kleen Systems, Inc., a corporation of the State of Wisconsin, located and doing business at Cluster II, Building 3, 5400 Legacy Drive, Plano, Texas 75024 (hereinafter called "Assignee") is desirous of acquiring the entire right, title and interest in and to said invention, to the application above identified, and in, to and under Letters Patent which may be obtained for said invention, and to other applications or patents covering said invention, as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by said Assignor, the Assignor has sold, assigned, and transferred, and by these presents does sell, assign, and transfer unto the said Assignee, the entire right, title and interest for the United States in and to the invention and application hereinabove identified, and in and to any and all divisional, continuation, continuation-in-part, reissue or reexamination applications, and in and to any Letters Patent of the United

States that may issue (or reissue) for said invention on any one or more of said applications, together with the entire right, title and interest in and to said invention and related or counterpart applications for Letters Patent and Letters Patent therefor in all countries foreign to the United States, including the right to claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose; to have and to hold for the sole and exclusive use and benefit of the said Assignee, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patent for said invention may issue.

And the Assignor does hereby covenants and agrees, for itself and its legal representative, that it will assist the said Assignee in the prosecution of any of the applications herein referred to; in the making and prosecution of any other applications for Letters Patent that the said Assignee may elect to make covering the invention herein referred to, including any divisional, continuation, or continuation-in-part application; or any application to reexamine or reissue any patent referred to herein; in vesting in the said Assignee exclusive title in and to all applications and Letters Patent referred to herein; and in the prosecution of any interference, infringement or other action which may arise involving said invention or any claim thereto or thereunder, or any application or Letters Patent herein referred to; and it will execute and deliver to the said Assignee any and all additional papers which may be requested by said Assignee to vest title in said Assignee in the United States and in countries foreign thereto, and will otherwise fully carry out the terms of this agreement.

