



Docket No.:C1138-9016  
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### CONFIRMATORY ASSIGNMENT

This assignment is pursuant to an Asset Purchase Agreement dated November 17, 2004, as amended by Amendment No. 1 to said Asset Purchase Agreement entered into on December 23, 2004, by and among Celerity, Inc. a Delaware Corporation, Kinetics Holdings LLC, a Delaware limited liability company, Kinetics Group, Inc., a Delaware Corporation, Celerity Group, Inc., a California Corporation, Kinetics Chempure Systems, Inc., an Arizona Corporation, FTS Systems, Inc., A New York Corporation, and Celerity Holding Company, Inc., a Delaware Corporation.

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Celerity Group, Inc., hereafter referred to as the Assignor, has sold, assigned and transferred to said Celerity, Inc. a Delaware Corporation, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest, including the right to sue for past infringement, for the United States and all foreign countries, in and to any and all inventions which are disclosed in any of the United States Letters Patent and patent applications listed on Schedule A attached hereto, and in and to said United States Letter Patent and patent applications and all divisional, continuing, substitute, renewal, reissue, reexamination and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original, reissued, and reexamined patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Assignor has agreed that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, Assignor has agreed to carry out in good faith the intent and purpose of this confirmatory assignment, by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to Assignor relating to said inventions and the history thereof, and generally by doing everything reasonably possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

Assignor requests the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee; and

Covenants with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

**PATENT**  
**REEL: 016617 FRAME: 0132**

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CELERITY GROUP, INC.

[Signature]  
(ASSIGNOR)  
By: John Goodman  
Title: Secretary, Celerity Group, Inc.

Dated: 3/24/05

STATE OF California :  
COUNTY OF Santa Clara :

Subscribed and sworn to before me this 24<sup>th</sup> day of March.

SEAL



[Signature]  
Notary Public

My Commission Expires Dec 10, 2008

CELERITY, INC.

[Signature]  
(ASSIGNEE)  
By: Marlinda O. Hinojosa  
Title: Assistant Secretary, Celerity, Inc.

Date: April 20, 2005

STATE OF TEXAS :  
COUNTY OF WILLIAMSON :

Subscribed and sworn to before me this 20<sup>th</sup> day of April, 2005.

SEAL

[Signature]  
Notary Public

My Commission Expires 03-25-2008

## SCHEDULE A

### Patents:

PATENT NO.	ISSUE DATE	ATTORNEY'S DOCKET NO.
4,690,371	09/01/87	
4,647,133	03/03/87	
5,178,651	01/12/93	I0294-7000
5,605,179	02/25/97	I0294-7003
5,836,355	11/17/98	I0294-7004
6,231,260	05/15/01	I0294-7005
6,158,454	12/12/00	I0294-7007
6,283,155	09/04/01	I0294-7008
4,667,153	05/19/87	
6,374,859 B1	04/23/02	U0128-7000
6,394,138 B1	05/28/02	U0128-7001
5,992,463	11/30/99	U0128-7006
5,803,507	09/08/98	U0128-7008
6,192,938 B1	02/27/01	U0128-7009
6,189,570 B1	02/20/01	U0128-7010
6,142,539	11/07/00	U0128-7011
6,293,310 B1	09/25/01	U0128-7012
6,044,701	04/04/00	U0128-7014
6,474,700 B2	11/05/02	U0128-7019
6,539,792 B2	04/01/03	U0128-7020
6,435,215 B1	08/20/02	U0128-7028
5,730,181	03/24/98	U0128-7029
6,752,166	06/22/04	U0128-7031
6,769,463	08/03/04	U0128-7032
6,826,953B2	12/07/04	U0128-703510
6,845,659B2	01/25/05	U0128-703910
5,925,829	07/20/99	U0128-7041
4,685,331	08/11/87	
6,147,334	11/24/00	
5,999,081	12/07/99	
5,864,282	01/26/99	
6,125,887	10/03/00	C1138-7000

**PATENT**  
**REEL: 016617 FRAME: 0134**

**Patent Applications:**

<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>ATTORNEY'S DOCKET NO.</u>
10/131,603	04/24/02	U0128-7030
10/650,102	08/26/03	C1138-700110
10/878,974	06/28/04	C1138-700619
10/832,949	04/27/04	U0128-703140
10/622,080	07/17/03	U0128-7034
10/988,173	11/12/04	U0128-703520
10/978,156	10/29/04	U0128-703920
10/400,149	03/26/03	U0128-7040
11/051,209	02/04/05	U0128-704040
10/981,856	11/05/04	C1138-700510
60/143,478	07/12/99	U0128-7002
60/285,801	04/24/01	U0128-7017
60/397,461	07/19/02	U0128-703500
60/406,132	08/27/02	U0128-7036
60/291,430	05/16/01	U0128-7026
60/397,139	07/19/02	U0128-7025
60/397,285	07/19/02	U0128-7034
60/436,207	12/23/02	U0128-703900
60/182,306	02/14/00	U0128-7007
60/293,356	05/24/01	U0128-7027
60/518,357	11/07/03	C1138-700500

**RECORDED: 08/08/2005**

**PATENT  
REEL: 016617 FRAME: 0135**