Docket No. C1138-9016

RECORDATION FORM COVER SHEET PATENTS ONLY

FORM PTO-1595 U.S. (modified)	DEPARTMENT OF COMMERCE Patent and Trademark Office		
Please record the attached original documents or copy thereof.			
Name of conveying party(ies): FTS Systems, Inc.	Name and address of receiving party(ies)		
	Name: Celerity, Inc.		
Additional name(s) of conveying party(ies) attached? [] Yes [X] No	Internal Address: Suite 600		
Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [X] Other: Confirmatory Assignment	Street Address: 200-C Parker Drive Austin, TX 78729		
Execution Date: 04/12/2005; 04/20/2005	Additional name(s) & addresses(es) attached? [] Yes [X] No		
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) B. Patent No.(s) 4,745,354 4,780,964 4,823,478 4,966,469 5,447,374 6,705,095 Additional numbers attached? [] Yes [X] No			
5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: [7]			
Concerning document should be mailed:	7. Total fee (37 CFR 3.41) \$280.00		
Name: Robert A. Skrivanek, Jr. Address: Lowrie, Lando & Anastasi, LLP	[] Enclosed		
Riverfront Office Park			
One Main Street, 11 th Floor	[X] Authorized to be charged to deposit account		
Cambridge, MA 02142	The Commissioner is authorized to charge any deficiencies in the enclosed payment to:		
	8. Deposit Account No: 50/2762		
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.			
Robert A. Skrivanek, Jr.	August 23, 2005		
Name of Person Signing Signatu	re Date		
Total number of pages including cover sheet, attachments, and document: [4]			

Mail documents to be recorded with required cover sheet information to (modify as appropriate):

Mail Stop Assignment Recordation Services Director of the U.S. Patent and Trademark Office PO Box 1450, Alexandria, VA 22313-1450

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Docket No.: C1138-9016 Assignment Page 1 of 2

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, FTS Systems, 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.

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PATENT REEL: 016662 FRAME: 0013

Docket No.: C1138-9016 Assignment Page 2 of 2

Dated: Oprel 12, 2005	ASSIGNOR) By: John Goodman, Esq. Title: Secretary, FTS Systems, Inc.
STATE OF <u>California</u> : COUNTY OF <u>Santa Clara</u> :	
Subscribed and sworn to before me this _	12 th day of April 2005.
SEAL CAROL ELLEN YANZ Comm. # 1533161 O NOTARY PUBLIC - CALIFORNIA Santa Claira County My Cossim. Expires Dec. 10, 2008	day of April 2005. Carol Ellen Yanz Notary Public My Commission Expires 12-10-08
Date: 20th of April 2005 STATE OF TEXAS	CELERITY, INC. (ASSIGNEE) By: Marlinda O. Hinojosa Title: Assistant Secretary, Celerity, Inc.

My Commission Expires

3-25-2008

SEAL

Subscribed and sworn to before me this 20th

SCHEDULE A

Patents:

PATENT NO.	ISSUE DATE	ATTORNEY'S DOCKET NO.
4,745,354	05-17-1988	
4,780,964	11-01-1988	K0479-7000
4,787,752	11-29-1988	
4,823,478	04-25-1989	K0479-7001
4,966,469	10-30-1990	K0479-7003
5,447,374	09-05-1995	K0479-7002
6,705,095	03-16-2004	K0479-7005

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RECORDED: 08/23/2005

PATENT REEL: 016662 FRAME: 0015