

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, 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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FTS SYSTEMS, INC.
[Signature]

(ASSIGNOR)
By: John Goodman, Esq.
Title: Secretary, FTS Systems, Inc.

Dated: April 12, 2005

STATE OF California :
COUNTY OF Santa Clara :

Subscribed and sworn to before me this 12th day of April 2005.

SEAL



Carol Ellen Yanz
Notary Public

My Commission Expires 12-10-08

CELERITY, INC.

[Signature]
(ASSIGNEE)

By: Marlinda O. Hinojosa
Title: Assistant Secretary, Celerity, Inc.

Date: 20th of April 2005

STATE OF TEXAS :
COUNTY OF WILLIAMSON :

Subscribed and sworn to before me this 20th day of APRIL, 2005.

SEAL

Bruce E Long
Notary Public

My Commission Expires 3-25-2008

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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