

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.

<p>1. Name of conveying party(ies): Kinetics Chempure Systems, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: <u>Confirmatory Assignment</u></p> <p>Execution Date: 04/12/2005; 04/20/2005</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: Celerity, Inc.</p> <p>Internal Address: Suite 600</p> <p>Street Address: 200-C Parker Drive Austin, TX 78729</p> <p>Additional name(s) & addresses(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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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)

10/343,360

B. Patent No.(s)

5,791,376

6,076,543

6,536,468

Additional numbers attached? Yes No

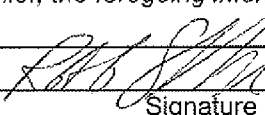
<p>5. Name and address of party to whom correspondence Concerning document should be mailed:</p> <p>Name: Robert A. Skrivanek, Jr. Address: Lowrie, Lando & Anastasi, LLP Riverfront Office Park One Main Street, 11th Floor Cambridge, MA 02142</p>	<p>6. Total number of applications and patents involved: [4]</p> <p>7. Total fee (37 CFR 3.41) \$160.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>The Commissioner is authorized to charge any deficiencies in the enclosed payment to:</p> <p>8. Deposit Account No: 50/2762</p>
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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.

Name of Person Signing


Signature

August 25, 2005

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**

CH \$160.00 502762 10343360

SCHEDULE A**Patents:**

PATENT NO.	ISSUE DATE	ATTORNEY'S DOCKET NO.
5,791,376	08-11-1998	K0476-7003
6,076,543	06-20-2000	K0438-7000
6,109,778	08-29-2000	K0476-7000
6,536,468	03-25-2003	K0476-7004

Patent Applications:

APPLICATION NO.	FILING DATE	ATTORNEY'S DOCKET NO.
09/919,772	07-31-2001	K0476-7005
10/343,360	09-17-2003	K0476-7008
10/278,748	10-23-2002	K0438-7002
60/397,441	07-19-2002	K0476-700700
10/623,137	07-18-2003	K0476-700710

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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, Kinetics Chempure 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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KINETICS, CHEMPURE SYSTEMS, INC.

[Signature]

(ASSIGNOR)

By: John Goodman, Esq.
Title: Secretary, Kinetics Chempure 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: April 20, 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