

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALEXANDER S LEGKOW	10/03/2005
RECEIVING PARTY DATA	
Name:	AMCOTECH LLC
Street Address:	1000 SOUTH POINTE DRIVE
Internal Address:	TH-A10
City:	MIAMI BEACH
State/Country:	FLORIDA
Postal Code:	33139
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5928495
CORRESPONDENCE DATA	
Fax Number:	(312)876-0288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-876-7833
Email:	jfgossett@arnstein.com
Correspondent Name:	JAMES F. GOSSETT
Address Line 1:	120 SOUTH RIVERSIDE PLAZA, SUITE 1200
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	22751-0001
NAME OF SUBMITTER:	JAMES F. GOSSETT
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TECHNOLOGY RIGHTS AGREEMENT

THIS AGREEMENT made the 3rd day of October, 2005.

BETWEEN:

ALEXANDER S. LEGKOW

(the "Grantor")

AND:

AMCOTECH LLC., a Florida Limited Liability Company,
1000 South Pointe Drive, TH-A10, Miami Beach,
FL 33139

(the "Grantee")

WHEREAS:

1. RECITALS

1.1 Grantor is the owner of certain technology as particularized in U.S. Patent No. **5,928,495** (hereinafter referred to as "the Technology") including, but not limited to:

- (a) A concept to produce a surfactant for use with carbonaceous materials such as crude oil and coal.
- (b) A concept utilizing surfactants and emulsions in the treatment and processing of crude oil, waste oils and oil slops.
- (c) A concept utilizing gaseous emulsions in the removal and reduction of residues and pollution relating to carbonaceous materials.

1.2 Grantor and Grantee desire to enter into a grant of rights for the Granted Technology (as defined below). Grantee also desires to further develop the Granted Technology and to be kept informed of all new developments available or known to Grantor hereafter that may be potentially relevant to the Granted Technology.

2. DEFINITIONS

As used in this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:


PATENT

2.1 "Confidential Information" means any information relating to or disclosed by one party to the other party which is or should be reasonably understood to be confidential or proprietary. "Confidential Information" does not include information: 1) already lawfully known to the receiving party, 2) disclosed in publicly available published materials, 3) generally known to the public, or 4) lawfully obtained from any third party.

2.2 "Commencement Date" means the date on the first page of this Agreement.

2.3 "Term" means the period from the Commencement Date to the earlier of: (a) twenty-five (25) years from the Commencement Date; or (b) the date this Agreement is terminated as provided herein. The Term of this Agreement, however, shall be automatically renewed for additional twenty-five (25)-year periods unless one party delivers to the other written notice of nonrenewal no later than five (5) years prior to the end of any twenty-five (25)-year period.

2.4 "Granted Technology" means the following:

(a) the Technology; and

(b) Any improvements, enhancements, and additions to the technology listed in paragraph 2.4(a) and modifications and derivations thereto, conceived or reduced to practice by Grantor either before or during the Term; and

(c) Grantor's proprietary techniques and knowledge directly related to the technology listed in paragraph 2.4(a) known by Grantor either before or during the Term.

2.5 "Granted Products" means surfactant emulsions and/or other substances or materials that are unique to the Grantor and are required by the Grantee for the successful and full employment of the Granted Technology by Grantee.

3. GRANT OF RIGHTS

3.1 Grant of Rights in Technology. Grantor hereby grants to Grantee during the Term the right to full and exclusive use, benefit and exploitation of the Granted Technology globally for all applicable purposes, including, but not limited to, those processes described in US Patent No. 5,928,495, and for any additional applications as may be developed by either Grantor or Grantee in the future relating to the Granted Technology. For such purposes, Grantor hereby assigns to Grantee US Patent No. 5,928,495, which shall be assigned back to Grantor upon the termination of this Agreement.

3.2 Licenses. The rights in the Granted Technology granted by Grantor to Grantee include the right to grant licenses.

3.3 Passage of Granted Rights. If Grantee ceases doing business or is the subject of proceedings under the Bankruptcy Code or state insolvency laws, all of the rights granted or to be granted to Grantee hereunder shall be granted to Grantee's licensees for the Granted Technology, if any, and the licensees shall have and hold all such rights as fully as if such rights were originally granted to such licensees under the provisions of this Agreement.

3.4 Modifications and Improvements. Grantor will disclose to Grantee, as soon as reasonably practicable, all modifications, improvements and enhancements to the Granted Technology.

3.5 Assignment. The rights granted herein may be assigned in whole or in part by Grantee.

4. TECHNICAL SUPPORT

4.1 Technical Assistance with Design, Construction and Production Processes. Grantor shall recruit, develop, train and manage Grantee's research team in conjunction with a Chief Technician as day to day manager of Grantee's Miami, Florida research facility. Grantor shall provide Grantee with full blueprints, diagrams and technical specifications required for the utilization of the Granted Technology. Grantor shall also, during the complete length of the Term, provide on-going technical support and assistance with all stages of the marketing of, deployment of, and construction of facilities required to implement the Granted Technology.

4.2 Best Efforts. In providing technical support as provided under this Agreement, Grantor shall devote his best skill and energy to the improvement, development and betterment of the Granted Technology.

4.3 Supply of Granted Products Necessary to the Production Process. During the Term, or following the termination of this Agreement as provided herein, Grantee shall have access to a readily available supply of all Granted Products required to facilitate the full employment of the Granted Technology.

5. REPRESENTATIONS

5.1 Representations by Grantor. Grantor represents that the following representations are true now and will be true with respect to the Granted Technology:

(a) To the best knowledge of Grantor, Grantor owns the exclusive right, free and clear of all liens, claims and restrictions of third parties, to use the Granted Technology without infringing upon or otherwise acting adversely to any right or claimed right of others.

(b) To the best knowledge of Grantor, there is no pending or threatened claim or litigation against Grantor contesting Grantor's right to the Granted Technology, nor does there exist any basis for such claim or litigation, nor has Grantor received any notice that any right of Grantor to the Granted Technology conflicts with the asserted rights of others.

(c) To the best knowledge of Grantor, Grantor has the absolute right to enter into this Agreement.

6. CONFIDENTIALITY

6.1 Confidentiality.

(a) During and after the Term of this Agreement, each party will keep confidential and not disclose to its employees, vendors, customers or others all Confidential Information disclosed to it by the other party under this Agreement except that, on a need to know basis, Grantee may disclose Confidential Information to employees, subcontractors, customers or others who have executed confidentiality agreements obligating them to Grantee at least to the same extent that Grantee is obligated to Grantor under this Article.

(b) Grantee will obtain from all prospective licensees confidentiality agreements covering information disclosed to them by Grantee. The agreements shall obligate the licensees to Grantee with respect to Confidential Information at least to the same extent the Grantee is obligated to Grantor under this Agreement.

7. TERMINATION

7.1 Termination of Agreement. This Agreement and the rights granted pursuant to this Agreement will terminate upon the earliest to occur of the following events :

(a) Written notice by either party to the other party that the other party has committed a substantial breach of this Agreement, specifying such breach, if such breach is not cured within the 90 day period following receipt of such notice.

(b) Cessation of Grantee doing business with the Granted Technology.

(c) The commencement of proceedings by or against Grantee under the Bankruptcy Code or state insolvency laws.

(d) The expiry of the Term.

7.2 Rights Following Termination. Following any termination of this Agreement other than as a result of breach by Grantee, Grantee, at its option, will be entitled to a license on similar terms limited to Granted Products and technical support needed to satisfy bona fide orders, commitments and ongoing operations of the Grantee.

8. INFRINGEMENT

8.1 Who May Sue. Upon learning of any infringement or misappropriation by any third party of any claim of any patent that is part of the Granted Technology, either party will promptly notify the other party in writing of such infringement or misappropriation, giving details thereof. Grantor and Grantee both will have the option, either alone or jointly, to take such measures as may be required to terminate any infringement or misappropriation. When either party brings an infringement or misappropriation action, the other party may join as plaintiff and, whether or not it joins as a plaintiff, will cooperate and assist in the preparation and prosecution of the action.

8.2 Allocation of Expenses and Damages. In the case of mutual agreement on the institution of an infringement or misappropriation action against a third party, Grantee will bear one-half and Grantor will bear one-half of all expenses, unless the parties agree otherwise or one party declines to participate financially in the prosecution of such action, in which case the party declining to participate will be excused from bearing its share of such expenses and will be excluded from any share of the damages, fees, costs and penalties recovered. In the case of mutual agreement on the institution of an infringement or misappropriation action, unless the parties agree otherwise, Grantee will receive one-half and Grantor will receive one-half of all damages, fees, costs and penalties recovered that remain after first reimbursing each of them for any amounts expended in prosecuting such infringement or misappropriation action.

8.3 Defense of Granted Technology. If any judicial, administrative or other action or proceeding is commenced in which any right purported to be granted to Grantee by this Agreement is challenged or is the subject of investigation, or in which the validity of any patent or patent claim that is part of Granted Technology is challenged, Grantor and Grantee will have the joint obligation to defend against any such action or proceeding and will fully cooperate with each other in the conduct of such defense.

9. MAINTENANCE OF PATENT

9.1 During the Term :

(a) Grantee will maintain and pay all costs of maintaining U.S. Patent No. 5,928,495.

(b) Grantee may cause Grantor to apply in Grantor's name for any worldwide or country specific patents which Grantee, in its reasonable discretion after consultation with Grantor, determines are necessary to exploit the rights granted hereunder, and to assign all rights under said patents and patent applications to Grantee for the Term of this Agreement, subject to their being assigned back to Grantor thereafter. The legal expense to Grantor of applying for such patents will be paid by Grantee to Grantor.

10. FURTHER WRITINGS

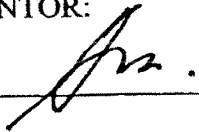
10.1 Further Writings. Grantor, at Grantee's request, shall make, execute and deliver to Grantee any and all papers, writings, transfers, assignments and agreements which may be necessary or proper to invest in Grantee all rights as are granted to Grantee herein.

11. MISCELLANEOUS

11.1 Miscellaneous. This Agreement constitutes the complete agreement of the parties and cannot be modified except in writing signed by the parties. This Agreement shall bind, and inure to the benefit of, each of the parties and their personal representatives, successors in interest, heirs, executors, and permitted assigns. This Agreement and all amendments hereto shall be governed by and construed and enforced in accordance with the laws of the State of Florida, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed effective on the date first written above.

GRANTOR:



GRANTEE:


By: _____

Its: member

GRANTEE:

By: 

Its: MANAGING MEMBER