

07-27-2005

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



EET

7-21-05

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PATENT OFFICE

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

FireKiller Technologies, LLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: FireKiller Technologies, Inc.

Internal Address: _____

Street Address: 201 Hogan Woods Circle

City: Chapel Hill

State: North Carolina

Country: USA Zip: 27516

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 7, 2005

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
10/462,279

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: A. Jose Cortina, Daniels Daniels & Verdonik, P.A.

Internal Address: _____

Street Address: Suite 200 Generation Plaza

1822 N.C. Highway 54 East

City: Durham

State: North Carolina Zip: 27713

Phone Number: (919) 544 5444

Fax Number: (919) 544 5920

Email Address: jcortina@d2vlaw.com

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

July 19, 2005
Date

A. Jose Cortina
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

40E

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 016792 FRAME: 0903

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, FireKiller Technologies, LLC (a Virginia limited liability company) of 200 Shadwell Drive, Lynchburg, Virginia 24503 (hereinafter ASSIGNOR), is the owner of one or more new and useful improvements described in U.S. Patent Application Serial No. 10/462,279 filed June 16, 2003 entitled SYSTEM AND METHOD FOR SUPPRESSING THE SPREAD OF FIRE AND VARIOUS CONTAMINANTS, which claims priority to U.S. Provisional Application Serial No. 60/388,689 filed June 14, 2002, entitled SYSTEM AND METHOD FOR SUPPRESSING THE SPREAD OF FIRE AND VARIOUS CONTAMINANTS;

WHEREAS, FireKiller Technologies, LLC is the owner of all rights, title and interest in the U.S. Patent Application and U.S. Provisional Patent Application referenced above by written assignment from Paul K. Whitney, the inventor in the aforementioned application;

WHEREAS, said Assignment has been recorded with reference to said U.S. Provisional Application with the U.S. Patent and Trademark Office; and

WHEREAS, FireKiller Technologies, Inc., a Delaware corporation, (hereinafter ASSIGNEE) with a principal place of business at 201 Hogan Woods Circle, Chapel Hill, North Carolina 27516 is desirous of acquiring the entire right, title and interest therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said ASSIGNOR by these presents does hereby sell, assign, and transfer unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to said improvements, including:

all rights currently owned or acquired in the future by ASSIGNOR in any patent application, patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) whether or not the improvement is explicitly claimed in the above-identified application(s);

all rights currently owned or acquired in the future by ASSIGNOR in any patent application, patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent application or patent which results directly or indirectly through any number of links to any of the above-identified patent application(s), including links such as a non-provisional application, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, substitute processes and re-examination proceedings, or any other like process to any of the above;

and the right of claiming priority to one or more of the application(s) or resulting patent(s) identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world, and including any applications filed as International Applications under the Patent Cooperation treaty.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any officials of other national, regional or convention patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed improvements in the name of the ASSIGNOR, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to the ASSIGNOR respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries.

ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith.

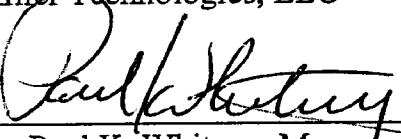
ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed stricken.

* * * * *

ASSIGNOR

Signed this 7 day of July, 2005.

FireKiller Technologies, LLC

By: 
Paul K. Whitney, Manager

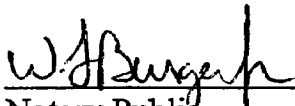
STATE OF VIRGINIA

COUNTY OF Lyndeburg

I, W. Travis Burger, Jr, a Notary Public for said County and State, do hereby certify that Paul K. Whitney, Manager of FireKiller Technologies, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the company.

Witness my hand and official seal, this the 7th day of July, 2005.

(Official Seal)


Notary Public

My commission expires:

1/31/09