

**PATENT ASSIGNMENT**

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Mr John P Jackam	10/31/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Resodyn Corporation
<b>Street Address:</b>	130 North Main Street
<b>Internal Address:</b>	Suite 600
<b>City:</b>	Butte
<b>State/Country:</b>	MONTANA
<b>Postal Code:</b>	59701
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10776740
Application Number:	60537251
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(832)217-2993
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	7135283100
<b>Email:</b>	ers@ipsafeguard.com
<b>Correspondent Name:</b>	E. Randall Smith
<b>Address Line 1:</b>	2777 Allen Parkway, Suite 800
<b>Address Line 4:</b>	Houston, TEXAS 77019
<b>ATTORNEY DOCKET NUMBER:</b>	2368.02
<b>NAME OF SUBMITTER:</b>	E Randall Smith

Total Attachments: 3  
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## ASSIGNMENT AND AGREEMENT

WHEREAS, I, John P. Jackam, an individual having an address of 1260 W. Gold Street, Butte, Montana 59701, have, individually or as a co-inventor, invented certain methods, devices, and/or systems relating to the production of biodiesel and/or glycerin and related technology (the "Inventions"), including without limitation those inventions that are the subject of Regular U.S. Patent Application Serial Number 10/776,740 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004 and U.S. Provisional Patent Application Serial Number 60/537,251 entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004 (the "Patent Applications"), the Patent Applications of which I am a named co-inventor;

WHEREAS, RESODYN CORPORATION, a Montana corporation having an address of 130 North Main Street, Suite 600, Butte Montana 59701, is desirous of acquiring the entire right, title and interest in and to the aforesaid Inventions and Patent Applications throughout the world, and all right, title and interest in, to and under any and all patents granted thereon and other forms of legal protection thereto in the United States and throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Hundred Dollar (\$100.00) and for other good and valuable consideration, the receipt of which I hereby acknowledge, I hereby agree as follows:

1. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all my worldwide rights, title and interests in and to the Inventions, U.S. Patent Application **Serial Number 10/776,740** entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 26, 2004, U.S. Provisional Patent Application **Serial Number 60/537,251** entitled "Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 15, 2004 and any rights, title and interests I may have to any patent application(s) to which either such application claims priority to, such as U.S. Provisional Patent Application **Serial Number 60/443,049** entitled "Industrial Process for the Production of Biodiesel and Glycerin from High Free Fatty Acid Feedstocks" filed on January 27, 2003, and, with respect to all such patent applications, any and all divisions, continuations and continuations-in-part thereof and substitutions therefor, any and all patents and like protection of the United States and any other country or place anywhere in the world and any reissues, renewals and extensions and the like which may be granted therefor or thereon (collectively, the "Patents"), along with the right to file additional applications for patent and like protection for the Inventions anywhere in the world, all of the same to be held and enjoyed by RESODYN CORPORATION for its own use and benefit, and for the use and benefit of its successors, assigns, other legal representatives and any subsequent successors-in-interest to this ASSIGNMENT AND AGREEMENT (collectively "Assigns"), to the end of the term or terms for which the Patents or like protection are or may be granted or reissued or otherwise permitted under appropriate law, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made.

2. I authorize and request the U.S. Commissioner of Patents and Trademarks and other authorities in foreign countries to issue any and all patents on the Inventions or resulting from the Applications and from any and all divisions, continuations, continuations-in-part, substitutions and reissues thereof to RESODYN CORPORATION as assignee of my entire interest.

3. I hereby and forever sell, assign, transfer and set over to RESODYN CORPORATION all rights of action on account of past, present and future unauthorized use of said Inventions, whether for infringement of Patent or other cause of action, whether in the United States of America or in any other country or place anywhere in the world, and all international rights of priority associated with the Inventions, Patent Applications, further patent applications on the Inventions and Patents.

4. I hereby covenant and warrant that I have the full right to convey the interests herein assigned, have not entered or executed and will not enter or execute any arrangement or agreement in conflict herewith and am not aware of any arrangement or agreement that would conflict with any of the provisions herein or the desire of RESODYN CORPORATION to acquire the entire right, title and interest in and to the Inventions, Patent Applications and Patents.

5. I further hereby covenant and agree that I will, at any time, upon request, without further compensation but at the expense of RESODYN CORPORATION or a requesting Assign:

a. execute and deliver any and all papers that may be necessary or desirable to evidence the conception or reduction-to-practice of the Inventions or to perfect the title in or to the Inventions, Patent Applications or Patents to RESODYN CORPORATION or any Assigns;

b. execute and deliver any and all papers, make all rightful oaths and do all lawful acts that may be necessary or desirable for the filing by RESODYN CORPORATION or any Assign of any additional patent applications for the Inventions or any divisional, continuation or continuation-in-part applications based upon the Patent Applications or any reissue applications of the Patents, or any disclaimer relating thereto, and the procuring thereof; and

c. perform such other acts as may be reasonably requested by RESODYN CORPORATION or any Assign to give RESODYN CORPORATION or any Assigns the full benefit of this ASSIGNMENT AND AGREEMENT and obtain, maintain and enforce its rights and interests in and to the Inventions, Patent Applications and Patents, including without limitation communicating facts relating to the Inventions, Patent Applications and Patents or the file histories thereof as may be known to me, executing all papers and testifying as to the same in any interference, reexamination or other proceeding or litigation when requested so to do.

6. This ASSIGNMENT AND AGREEMENT and its provisions shall be binding upon my heirs, legal representatives and successors, and shall inure to the benefit of the successors, legal representatives and assigns of RESODYN CORPORATION and all future assigns thereof.


7. In the event that any provision, part or condition set forth in this ASSIGNMENT AND AGREEMENT is adjudicated or declared to be illegal, unenforceable, invalid or void, in whole or in part, the remainder of this ASSIGNMENT AND AGREEMENT shall be considered severable, shall continue in full force and effect to the full extent permitted by law.

8. Should my address change from the address specified above, I agree to notify, in writing, RESODYN CORPORATION or any Assign of whom I am made aware throughout the duration of this ASSIGNMENT AND AGREEMENT.

9. The waiver of or exception to any condition, term or provision of this ASSIGNMENT AND AGREEMENT by RESODYN CORPORATION or any Assign shall not be deemed to be a continuing waiver of any such condition, term or provision, or a waiver of any other term, condition or provision hereof or the performance thereof.

EXECUTED in one or more original on this 31 day of October, 2005.

By: JOHN P. JACKAM

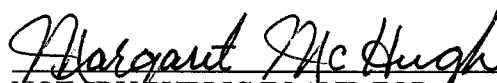
  
\_\_\_\_\_  
John P. Jackam

STATE OF MONTANA           §  
  §  
COUNTY OF Silver Bow   §

BEFORE ME, the undersigned authority, on this day personally appeared John P. Jackam, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 31 day of October, 2005.



  
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NOTARY PUBLIC IN AND FOR Margaret McHugh  
THE STATE OF MONTANA