



09-15-2005



103081652

Attorney Docket No.: 148346.00100

Form PTO-1595
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Michael R. Bakst, Chapter 7 Trustee for
Unified Environmental Services Group, LLCAdditional name(s) of conveying party(ies)
attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____Execution Date: August 23, 2005

2. Name and address of receiving party(ies)

Environmental Technologies Capital
Name: Partners, LLC
Street Address:7117 Pelican Bay Blvd., #206
Naples, FL 34108Additional name(s) &
address(es) attached: ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is: _____

A. Patent Application No.(s):

B. Patent No.(s):

5,984,992

Additional numbers attached? ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:Name: James Remenick
POWELL GOLDSTEIN LLPStreet Address:
901 New York Avenue, N.W.

City: Washington State: DC Zip: 20001

6. Total number of applications and
patents involved: 17. Total fee (37 CFR 3.41) \$ 40.00☐ Enclosed
☒ Authorized to be charged to deposit account
☐ Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

50-1682

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.*James Remenick, Reg. No. 36,902
Name of Person Signing[Signature]
SignatureSeptember 9, 2005
DateTotal number of pages including cover sheet, attachments, and documents: 5

09/14/2005 ECDOPER 00000208 501682 5984992

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**PATENT
REEL: 016967 FRAME: 0173**

ASSIGNMENT

WHEREAS, Michael R. Bakst (the "Assignor") in his capacity as chapter 7 trustee for Unity, Inc., a corporation organized under the laws of the State of Idaho, in bankruptcy case number 05-30391-SHF pending in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"), which is the owner by assignment recorded at Reel/Frame 8960/0910 recorded on January 27, 1998, which was originally acquired by assignment from the inventors, recorded at Reel/Frame 8701/0618 on September 15, 1997, of all right, title and interest in and to the invention entitled:

SEWAGE SLUDGE RECYCLING WITH A PIPE CROSS-REACTOR

as described in U.S. Patent No. 5,984,992, which issued November 16, 1999 and was filed as U.S. Application No. 08/852,663 on May 7, 1997; and also as continuation U.S. Patent Application No. 09/416,370 filed on October 12, 1999, now U.S. Patent No. 6,159,263, which issued December 12, 2000, continuation U.S. Patent Application No. 09/735,768 filed on December 12, 2000, now U.S. Patent No. 6,758,879, which issued July 6, 2004; and continuation U.S. Patent Application No. 10/884,856 filed on July 6, 2004, and also International Patent Application No. PCT/US98/09398, filed May 7, 1998 and assigned as Publication No. WO 98/50323; and corresponding National Stage Applications including, but not limited to Australian Patent No. 743729, Canadian Patent Application No. 2,289,189, European Patent Application No. 98922141.1, Japanese Patent Application No. 10-548522, New Zealand Patent No. 500761, and Philippine Patent Application No. 1-1991-002816 (all collectively including the invention referred to as the "Invention");

AND, WHEREAS, Assignor seeks to sell, transfer and assign all of his right, title and interest in the Invention to Environmental Technologies Capital Partners, LLC (the "Assignee"), a corporation organized under the laws of the State of Florida, having an address at 7117 Pelican Bay Blvd., # 206, Naples, Florida 34108;

AND, WHEREAS, Assignor has sought and obtained permission from the Bankruptcy Court to sell, transfer and assign the Inventions to Assignee, following a duly noticed hearing on the Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f), and Federal Rules of Bankruptcy Procedure 6004 and 9019 in case numbers 05-30388-BKC-SHF, 05-30389-BKC-SHF, 05-30391-BKC-SHF, 05-30396-BKC-SHF that are pending in the Bankruptcy Court;

AND, WHEREAS, this assignment is being made pursuant to the following final, non-appealable and non-reviewable orders entered by the Bankruptcy Court following the above-referenced hearing, copies of which orders are annexed hereto as Exhibit "A" and are titled as follows: (i) the Order Granting Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f), and Federal Rules of Bankruptcy Procedure 6004 and 9019 entered by the Bankruptcy Court in case numbers 05-30388-BKC-SHF, 05-30389-BKC-SHF, 05-30391-BKC-SHF, 05-30396-BKC-SHF; and (ii) the Order Granting Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy

and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f) and Federal Rules of Bankruptcy Procedure 6004 and 9019 and Dismissing Adversary Proceeding, entered by the Bankruptcy Court in adversary proceeding number 05-3079-BKC-SHI-A (collectively, the "Orders");

AND, WHEREAS, ETCF is desirous of acquiring all of the Debtor's rights to the Invention including, among other things, all patents and patent applications describing said Invention;

NOW, THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said Invention including, but not limited to: (i) said United States patent applications; (ii) any other United States patent applications of any type including, among others, provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States patent applications or based in whole or in part, on said Invention; (iii) any foreign patent applications filed anywhere in the world, including international and regional applications, based in whole or in part on any of the aforesaid United States patent applications that are based in whole or in part on said Invention; (iv) all letters of patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said Invention or any parts thereof; and (v) all other rights of any sort related to the patents and the technology described therein.

AND, Assignor hereby represents that it is the owner of the Invention, and that Assignor has not previously sold, transferred or assigned the Invention or any rights pertaining thereto to any other person, party or entity;

AND, Assignor hereby represents that it is not knowledgeable as to or aware directly or indirectly of any claims or defenses that have been, or can or may be, asserted against the Invention for any cause or reasons whatsoever other than those claims that have been asserted by Assignee and Robert A. Layman, which are being settled and resolved pursuant to the Orders and this Assignment;;

AND, Assignor hereby represents and authorizes that this sale, transfer and assignment includes all legal rights to enforcement of all rights pertaining to the Invention including, among others, the right to file suit against any and all prior infringers of the Invention in which the earlier infringement may have occurred prior to the execution of this Assignment, including, but not limited to, any prior infringers that are continuing to infringe any of the rights being assigned hereunder, and that Assignee may keep the entirety of any and all damages, awards or recoveries that it may collect for prior infringement relating to the Invention without any obligation whatsoever to Assignor or to Assignor's heirs, executors or administrators;

AND, Assignor hereby authorizes and request his agents, Powell Goldstein LLP, whose address is 901 New York Ave., N.W., Suite 300, Washington, D.C. 20001, to insert hereon any

identification necessary or desirable for recordation of this document, including the filing date and patent and/or application numbers when known;

AND, Assignor hereby agrees for himself and his heirs, executors, successors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to Assignee its interest and title in and to said Invention or any parts thereof, and in and to the several patents described herein or conveyed hereby;

AND, Assignor hereby covenants for himself and his legal representatives, and agrees with Assignee, its successors and assigns, that neither Assignor nor, to Assignor's knowledge, Unified Environmental Services Group, LLC, has granted any prior right or license to make, use, sell or offer to sell said Invention, to anyone except Assignee, and that prior to the execution of this deed, Assignor's right, title and interest in said Invention has not been otherwise encumbered, and that Assignor has not and will not execute any instrument in conflict herewith;

AND, Assignor does hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent which may be granted upon the transfer or awarding of any United States applications relating to the Invention;

AND, Assignor and Assignee agree that this transfer, sale and assignment shall inure to and for the benefit of, and shall be binding upon, all subsequent Chapter 7 or 11 trustees appointed in the Debtor's bankruptcy case or proceeding, and each of the party's agents, professionals, representatives, officers, directors, executors, heirs, family members, successors, shareholders and the like;

AND, Assignor and Assignee agree that to the extent of any inconsistency between the terms of this Assignment and the Orders, the terms of the Orders shall control;

AND, Assignor and Assignee agree that this document may be signed in counterparts.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals.

FOR ASSIGNOR: MICHAEL R. BAKST
CHAPTER 7 TRUSTEE FOR UNITY, INC.

By: 
Name: Michael R. Bakst, Chapter 7 Trustee for Unity, Inc.

County of PALM BEACH

State of Florida

ss:

On this 23rd day of August 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Michael R. Bakst, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Debbie L. Lasso
Notary Public

My Commission Expires April 6, 2007
Diane La Crosse
My Commission Expires April 6, 2007
BONDED & INSURED PERFORMANCE INC.

FOR ASSIGNEE: ENVIRONMENTAL TECHNOLOGIES CAPITAL PARTNERS, LLC

By: Randolph E. Snow
Name: Randolph E. Snow
Title: Manager

County of COOK

State of Florida
ILLINOIS

SS:



On this 24 day of August 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Randolph E. Snow, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Ann Furby
Notary Public

My Commission Expires 10/25/09

ASSIGNMENT

WHEREAS, Michael R. Bakst (the "Assignor") in his capacity as chapter 7 trustee for Unity, Inc., a corporation organized under the laws of the State of Idaho, in bankruptcy case number 05-30391-SHF pending in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"), which is the owner by assignment recorded at Reel/Frame 8960/0910 recorded on January 27, 1998, which was originally acquired by assignment from the inventors, recorded at Reel/Frame 8701/0618 on September 15, 1997, of all right, title and interest in and to the invention entitled:

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AND, WHEREAS, Assignor seeks to sell, transfer and assign all of his right, title and interest in the Invention to Environmental Technologies Capital Partners, LLC (the "Assignee"), a corporation organized under the laws of the State of Florida, having an address at 7117 Pelican Bay Blvd., # 206, Naples, Florida 34108;

AND, WHEREAS, Assignor has sought and obtained permission from the Bankruptcy Court to sell, transfer and assign the Inventions to Assignee, following a duly noticed hearing on the Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f), and Federal Rules of Bankruptcy Procedure 6004 and 9019 in case numbers 05-30388-BKC-SHF, 05-30389-BKC-SHF, 05-30391-BKC-SHF, 05-30396-BKC-SHF that are pending in the Bankruptcy Court;

AND, WHEREAS, this assignment is being made pursuant to the following final, non-appealable and non-reviewable orders entered by the Bankruptcy Court following the above-referenced hearing, copies of which orders are annexed hereto as Exhibit "A" and are titled as follows: (i) the Order Granting Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f), and Federal Rules of Bankruptcy Procedure 6004 and 9019 entered by the Bankruptcy Court in case numbers 05-30388-BKC-SHF, 05-30389-BKC-SHF, 05-30391-BKC-SHF, 05-30396-BKC-SHF; and (ii) the Order Granting Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy

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AND, WHEREAS, ETCP is desirous of acquiring all of the Debtor's rights to the Invention including, among other things, all patents and patent applications describing said Invention;

NOW, THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said Invention including, but not limited to: (i) said United States patent applications; (ii) any other United States patent applications of any type including, among others, provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States patent applications or based in whole or in part, on said Invention; (iii) any foreign patent applications filed anywhere in the world, including international and regional applications, based in whole or in part on any of the aforesaid United States patent applications that are based in whole or in part on said Invention; (iv) all letters of patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said Invention or any parts thereof; and (v) all other rights of any sort related to the patents and the technology described therein.

AND, Assignor hereby represents that it is the owner of the Invention, and that Assignor has not previously sold, transferred or assigned the Invention or any rights pertaining thereto to any other person, party or entity;

AND, Assignor hereby represents that it is not knowledgeable as to or aware directly or indirectly of any claims or defenses that have been, or can or may be, asserted against the Invention for any cause or reasons whatsoever other than those claims that have been asserted by Assignee and Robert A. Layman, which are being settled and resolved pursuant to the Orders and this Assignment;;

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AND, Assignor hereby authorizes and request his agents, Powell Goldstein LLP, whose address is 901 New York Ave., N.W., Suite 300, Washington, D.C. 20001, to insert hereon any

identification necessary or desirable for recordation of this document, including the filing date and patent and/or application numbers when known;

AND, Assignor hereby agrees for himself and his heirs, executors, successors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to Assignee its interest and title in and to said Invention or any parts thereof, and in and to the several patents described herein or conveyed hereby;

AND, Assignor hereby covenants for himself and his legal representatives, and agrees with Assignee, its successors and assigns, that neither Assignor nor, to Assignor's knowledge, Unified Environmental Services Group, LLC, has granted any prior right or license to make, use, sell or offer to sell said Invention, to anyone except Assignee, and that prior to the execution of this deed, Assignor's right, title and interest in said Invention has not been otherwise encumbered, and that Assignor has not and will not execute any instrument in conflict herewith;

AND, Assignor does hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent which may be granted upon the transfer or awarding of any United States applications relating to the Invention;

AND, Assignor and Assignee agree that this transfer, sale and assignment shall inure to and for the benefit of, and shall be binding upon, all subsequent Chapter 7 or 11 trustees appointed in the Debtor's bankruptcy case or proceeding, and each of the party's agents, professionals, representatives, officers, directors, executors, heirs, family members, successors, shareholders and the like;

AND, Assignor and Assignee agree that to the extent of any inconsistency between the terms of this Assignment and the Orders, the terms of the Orders shall control;

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IN WITNESS WHEREOF, WE have hereunto set our hands and seals.

FOR ASSIGNOR: MICHAEL R. BAKST
CHAPTER 7 TRUSTEE FOR UNITY, INC.

By: 
Name: Michael R. Bakst, Chapter 7 Trustee for Unity, Inc.

County of *PALM BEACH*

State of Florida

ss:

On this 23rd day of August 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Michael R. Bakst, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Diane La Cour
Notary Public

My Commission Expires April 6, 2007
Diane La Cour
My Commission Expires April 6, 2007
BONDED BY THE NOTARY PUBLICS INC.

FOR ASSIGNEE: ENVIRONMENTAL TECHNOLOGIES CAPITAL PARTNERS, LLC

By: *Randolph E. Snow*

Name: Randolph E. Snow
Title: Manager

County of COOK

State of Florida
ILLINOIS

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) ss:
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On this 24 day of August 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Randolph E. Snow, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Ann Furby
Notary Public

My Commission Expires 10/25/09