

10-04-2006

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FINANCE SECTION

103316741

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

10-2-06

1. Name of conveying party(ies)
Julianne Collazo;
Ramon Martin
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Marcoll International Corp.
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 1/4/05
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 5602 S. 174th
Street
City: Omaha
State: Nebraska
Country: US Zip: 68135
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
B. Patent No.(s)
6,775,866 B1
Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
Name: Eugenio J. Torres
Internal Address: _____
Street Address: 1060 Ashford Ave.
Ste. 1
City: San Juan
State: PR Zip: 00907
Phone Number: 787-977-4000
Fax Number: 787-977-4002
Email Address: etorres@ftmrlaw.com

6. Total number of applications and patents involved: 1
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: _____ Date: 9/29/06
Signature Date

10/03/2006 DBYRNE 00000234 6775866

01 FC-0021 _____
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Registration Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT AGREEMENT

between

Marcoll International Corp.,

and

Julianne Collazo

and

Ramón Martir

This Assignment Agreement (this "Agreement") is made as of January 4, 2005, between Marcoll International Corp., a Nebraska corporation, with offices at 5602 S. 174th street, Omaha, Nebraska 68135 (hereinafter referred to as "ASSIGNEE"), and Julianne Collazo and Ramón Martir, of legal age, executives, married amongst themselves, and residents of Omaha, Nebraska, (hereinafter collectively referred to as "ASSIGNORS").

WHEREAS, ASSIGNORS have invented and own all right, title and interest to a certain invention relating to a "Safety Waterspout" (hereinafter also referred to as the "Invention") for which a Letter of Patent of the United States has issued as United States Patent Number 6,775,866 B1 (the "Patent"), of which Invention and Patent and all rights in and thereto Assignors represent sole ownership in;

WHEREAS, Assignee is desirous of acquiring from Assignors all right, title and interest in the Patent embodying the Invention; and

WHEREAS, Assignors are willing to convey, sell, and transfer to Assignee all right, title and interest in and to the Patent upon the terms and conditions hereinafter recited;

NOW, THEREFORE, in consideration of the issuance of 500 shares of common stock of Marcoll International Corp. to each of the ASSIGNORS, copy of the subscription agreement and stock certificate are attached, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT:

ASSIGNORS hereby assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said Patent and all divisions and continuations thereof, and all United States Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of Intellectual property in its various forms In every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and ASSIGNORS hereby authorize and

PATENT

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request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to Issue patents on applications as aforesaid, to Issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

2. REPRESENTATIONS OF ASSIGNORS

ASSIGNORS represent to ASSIGNEE that they have full right to convey the entire Interest herein assigned, and that they have not executed, and will not execute, any agreement In conflict herewith;

ASSIGNORS hereby further covenant and agree that they will communicate to ASSIGNEE any facts known to ASSIGNORS respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said Invention in all countries.

2. SPECIAL RESTRICTIONS.



ASSIGNEE agrees that should ASSIGNEE become insolvent through bankruptcy or cease to function as a corporate entity through the closing of all offices, then ASSIGNEE agrees that the Patent shall automatically revert to Assignors and that ASSIGNEE shall execute any and all documents, instruments and assignments necessary to perfect this reversion.

3. DURATION, DEFAULTS & TERMINATION.

ASSIGNEE and ASSIGNORS agree to abide by the following obligations:

A. This Agreement shall remain in effect for the lifetime of the Patents, unless sooner terminated upon the mutual agreement of ASSIGNEE and ASSIGNOR.

B. This Agreement shall expire simultaneously with the expiration of the longest-lived patent or the rejection or abandonment beyond further appeal of the last remaining patent application comprised within the patents, whichever occurs later, unless sooner terminated.

C. If ASSIGNEE fails to pay ASSIGNORS any consideration payable under the terms hereof, or if ASSIGNEE violates or fails to keep or perform any other obligation, term, or condition, or covenant, hereof, or if ASSIGNEE shall be adjudged bankrupt or become insolvent or make an assignment for the benefit of creditors, or be placed in the hands of a receiver or Trustee in bankruptcy, then ASSIGNORS may, at their option, cancel and terminate this Agreement by giving thirty (30) days written notice specifying default complained hereof, provided however, that if ASSIGNEE shall, within such (30) thirty days cure the default complained of, then the notice shall cease to be operative and this Agreement shall continue in full force and effective as though such default had not

occurred, and provided further that if ASSIGNEE shall within such (30) days notify ASSIGNORS in writing that it disputes the asserted default, the mater shall be submitted to arbitration a hereinafter provided.

D. Termination of this Agreement granted herein shall not relieve ASSIGNEE of its obligations to pay ASSIGNORS moneys and any other consideration due and unpaid at the time of termination. Termination of this Agreement shall not impair or prejudice any cause of action or claim that one party may have against the other party for any breach of this Agreement.

4. FOREIGN PATENTS. Should ASSIGNEE desire foreign patent protection ASSIGNEE may at its own expense pay to file for patents in specified country's of which these Patents will be assigned to ASSIGNEE..

5. ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days' written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

6. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. ASSIGNORS retain the right to assign its interests in this Agreement to any other party.

7. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

8. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

9. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Nebraska.

A handwritten signature in black ink, appearing to be 'J. M. ...', is written vertically on the left side of the page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the Effective Date first written above.

ASSIGNORS:



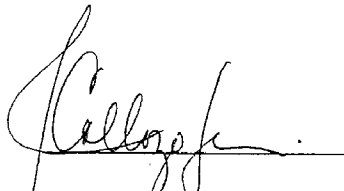
RAMON MARTIR

ASSIGNEE:



RAMON MARTIR, President

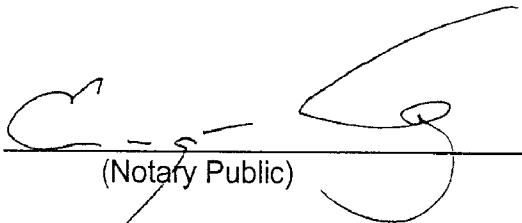
MARCOLL INTERNATIONAL CORP.



JULIANNE COLLAZO

Affidavit No: 660

Sworn and subscribed before me by Ramón Martir, in his personal and in his authorized capacity, and Julianne Collazo of the aforementioned personal circumstances and both personally known to me this 5th day of January, 2005 in San Juan, Puerto Rico



(Notary Public)

Eugenio J. Torres-Oyola

