

**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>
Mosheen Development, Inc.	08/24/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Epi-Energy, Ltd.
<b>Street Address:</b>	101 North 8th St., P.O. Box 14
<b>City:</b>	Valley Mills
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76689-0014
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10945529
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(254)754-6331
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<b>ATTORNEY DOCKET NUMBER:</b>	24798-5
<b>NAME OF SUBMITTER:</b>	Marcus W. Hammack
<b>Total Attachments: 3</b> source=00353092#page1.tif source=00353092#page2.tif source=00353092#page3.tif	

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## ASSIGNMENT OF PATENT APPLICATION

This Assignment is made this 24<sup>th</sup> day of August, 2005 from Mosheen Development, Inc., a Texas corporation (“Assignor”), to Epi-Energy, Ltd., a Texas limited partnership (“Assignee”).

### WITNESSETH:

WHEREAS, Assignor has developed the product described in U.S. Patent Application Serial No. 10/945,529 (the “Product”); and

WHEREAS, Assignee has the ability to market, distribute, and sell the Product and/or license the use of the Product to persons who are able to market, distribute, and sell the Product; and

WHEREAS, Assignor desires Assignee to market, distribute, and sell the Product and/or license the use of the Product to persons who are able to market, distribute, and sell the Products, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor hereby agrees with and represents to Assignee as follows:

1. Assignment of Patent Application on Product. Assignor hereby sells, assigns, transfers and sets over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under U.S. Patent Application Serial No. 10/945,529, and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with all forms of industrial property protection, including, without limitation, patents, utility models and design which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof (the “Patent Application”). Assignor further hereby authorizes and requests the Commissioner of Patents of the United States, and any

Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to cause the appropriate official records of such country to reflect Assignee's ownership of U.S. Patent Application Serial No. 10/945,529, or as applicable such other patent(s) or applications for similar protection as may arise from Assignee's ownership of U.S. Patent Application Serial No. 10/945,529 and the underlying invention(s) thereof, or patent application(s) relating thereto, and, in the case of future applications for protection of the invention, in whatever form, issue the appropriate patents or certificates to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

2. Consideration for Assignment of Patent Application on Product. In consideration of the assignment of the Patent Application granted in Paragraph 1, and the other covenants of Assignor contained in this Agreement, Assignee shall accept as consideration for this Assignment the consideration set forth in a separate Consideration Agreement of even date (the "Consideration Agreement").

3. Representations and Warranties. Assignor represents and warrants to Assignee that it has not otherwise assigned or in any matter encumbered or impaired the rights granted herein and that there is no pending or, to the knowledge of Assignor, threatened claim related to the Patent Application, and that it has sole and exclusive right to assign the Patent Application, and to grant all other rights granted herein, to Assignee. Assignor further covenants to Assignee that it will not at any time execute any further agreement or agreements in conflict herewith, or will in any way attempt to encumber the Patent Application or any other rights granted hereby, nor will it do or cause or permit to be done any act or thing which may in any way impair the rights granted herein.

