

02-28-2007



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To the Director of the U.S. Patent

1 document or 1 new address(es) below

2-23-07

**1. Name of conveying party(ies)**  
 Mike Dubic

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

**2. Name and address of receiving party(ies)**  
 Name: CE & M, LLC  
 Internal Address: \_\_\_\_\_  
 Street Address: 7266 South Chapparral Circle East  
 City: Centennial  
 State: CO  
 Country: USA Zip: 80016

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

**3. Nature of conveyance/Execution Date(s):**  
 Execution Date(s) February 23, 2007

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) \_\_\_\_\_  
 B. Patent No.(s) 6,974,246

Additional numbers attached?  Yes  No

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

Name: Mike Dubic  
 Internal Address: \_\_\_\_\_  
 Street Address: 7266 South Chapparral Circle East  
 City: Centennial  
 State: CO Zip: 80016  
 Phone Number: 303-680-4683  
 Fax Number: 303-627-7477  
 Email Address: mdubic@msn.com

**6. Total number of applications and patents involved:** 1

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40

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:** Mike Dubic Signature 2/23/07 Date

Mike Dubic 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 Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## TECHNOLOGY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of the 8th day of December, 2006 (the "Effective Date"), by and between MIKE DUBIC (the "Assignor") and CE & M, LLC, a Colorado limited liability company (the "Company"). The parties hereto agree as follows:

1. **Conveyance of Technology.** Assignor hereby irrevocably assigns, sells, transfers and conveys to the Company all right, title and interest, on a worldwide basis, in and to the technology described in *Exhibit A* attached hereto and all intellectual property rights, on a worldwide basis, related thereto, including without limitation copyrights, trademarks (including all associated goodwill), trade secrets, patents, patent applications, moral rights, contract and licensing rights (collectively, the "Technology"). In full consideration for such transfer of the Technology, the Company shall provide to Assignor fifty percent (50%) of the membership units of CE & M, LLC that are in existence as of the Effective Date (the "Payment"). Assignor agrees not to challenge the validity of the Company's ownership of the Technology.

2. **Further Assurances.** Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take such other acts, at the Company's expense, as the Company may deem necessary or desirable to procure, maintain, perfect and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis, of the Technology assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets and all other technology and intellectual property rights throughout the world related to any of the Technology, in the Company's name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this section with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, that Assignor now or may hereafter have for infringement of any Technology assigned hereunder by any third party.

3. **Transfer of Tangible Items.** Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Technology, including without limitation all documents, diagrams, invention disclosures, notes, records, files and tangible items of any sort in its possession or under its control relating to the Technology. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement, at the expense of the Company, competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Technology.

4. **Representations and Warranties.** Assignor represents and warrants to the Company that (a) the execution, delivery, and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding, or agreement to which Assignor is a party or by which Assignor is bound, (b) all of the Technology is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, and Assignor has not assigned, transferred, or pledged the Technology or agreed to do so, (c) Assignor is not aware of any questions or challenges with respect to the patentability or validity of any claims of

any existing patents or patent applications relating to the Technology, (d) Assignor is not aware of any violation, infringement or misappropriation of any third party's rights (or any claim thereof) by the Technology, and (e) Assignor has not granted, directly or indirectly, any rights or interest whatsoever in the Technology to any third party.

## 5. Confidentiality Provisions.

(a) **Definition.** As used in this Agreement, the term "**Confidential Information**" means (i) any information regarding the Technology, including trade secrets, know-how, data, process, technique, algorithm, program, design, drawing, formula or test data relating to any research project, work in process, future development, engineering, manufacturing, marketing, business plan, servicing, financial or personnel matter, present or future products, sales, suppliers, customers, employees, investors or business, whether in oral, written, graphic or electronic form where such information relates to the Technology; and (ii) any information disclosed to Company by any third party that Company hereto is obligated to treat as confidential or proprietary.

(b) **Obligation.** Subject to the terms and conditions of this Agreement, Assignor agrees that upon the Effective Date all of the Technology and the Confidential Information shall be the sole and exclusive property of the Company and such Technology and Confidential Information shall comprise a special, valuable and unique asset of the Company's business, and that the confidentiality of such Technology is an integral part of its ascribed value. Assignor shall not disclose or use (except as permitted or requested by Company) the Technology or the Confidential Information after the Effective Date.

6. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of the State of Colorado, without regard to its choice of law principles.

7. **Miscellaneous.** This Agreement and the exhibits attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

*[Signature Page To Follow]*

**IN WITNESS WHEREOF**, the undersigned have executed this Technology Assignment Agreement as of the date first written above.

**MIKE DUBIC**

**CE & M, LLC**

By: Mike Dubic  
(signature)

By: Mike Dubic  
(signature)

Name: Mike Dubic  
(printed name)

Name: Mike Dubic  
(printed name)

Title: None  
(if applicable)

Title: Member

# TECHNOLOGY ASSIGNMENT AGREEMENT

## *EXHIBIT A*

### TECHNOLOGY DESCRIPTION

U.S. Patent No. 6,974,246, entitled "Apparatus for blending liquids and solids including improved impeller assembly."

All other blending apparatus technology that may be used in oilfields that Assignor owns or to which Assignor has rights, including without limitation all ideas, discoveries, inventions, processes, methods, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, developments, designs and techniques, regardless of whether subject to protection under patent, copyright, trade secret or other intellectual property law, as used in the proprietary blending apparatus technology.

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# COPY

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*[Signature Page To Follow]*

IN WITNESS WHEREOF, the undersigned have executed this Technology Assignment Agreement as of the date first written above.

**MIKE DUBIC**

By: Mike Dubic  
(signature)

Name: Mike Dubic  
(printed name)

Title: None  
(if applicable)

**CE & M, LLC**

By: Mike Dubic  
(signature)

Name: Mike Dubic  
(printed name)

Title: Member



# TECHNOLOGY ASSIGNMENT AGREEMENT

## *EXHIBIT A*

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