

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Bruce M Grachal	02/28/2007
Michael R Andrews	02/28/2007
Rodney C Freligh	02/28/2007
Howard L Griffiths	02/28/2007

RECEIVING PARTY DATA

Name:	The Rectorseal Corporation
Street Address:	2601 Spenwick Drive
City:	Houston
State/Country:	TEXAS
Postal Code:	77055

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	5234018

CORRESPONDENCE DATA

Fax Number: (832)217-2993

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7135283100

Email: ers@ipsafeguard.com

Correspondent Name: E Randall Smith

Address Line 1: 2777 Allen Parkway, Suite 800

Address Line 4: houston, TEXAS 77019

NAME OF SUBMITTER:

E Randall Smith

Total Attachments: 5

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PATENT

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QUITCLAIM and ASSIGNMENT

WHEREAS WE, **BRUCE M. GRACHAL, MICHAEL R. ANDREWS, RODNEY C. FRELIGH and HOWARD L. GRIFFITHS** (hereinafter collectively referred to as "INVENTORS") are the inventors of the invention set forth in U.S. Patent No. 5,234,018 ("Patent") and are the named inventors on Patent.

WHEREAS, INVENTORS assigned their rights and interest to Patent to **CLEAN CHECK, INC.** ("Clean-Check") by an Assignment executed on August 10 and 24, 2004 and recorded in the U.S. Patent and Trademark Office, Reel/Frame No. 015829/0425 on September 27, 2004;

WHEREAS, INVENTORS are controlling stockholders of **CLEAN CHECK** and wherein **CLEAN CHECK** by an Agreement ("Purchase Agreement") executed on even date as this Assignment desires to sell all rights and interests to Patent to **THE RECTORSEAL CORPORATION**, a Delaware corporation having an address of 2601 Spenwick Drive, Houston, Texas 77055, ("ASSIGNEE");

WHEREAS, INVENTORS further desire to transfer and quitclaim to ASSIGNEE any rights and interests in Patent which they may continue to hold in relation to Patent;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration including consideration outlined in Purchase Agreement, the receipt of which is hereby acknowledged by INVENTORS, INVENTORS hereby agree as follows:

1. INVENTORS hereby and forever transfer and quitclaim to ASSIGNEE all worldwide rights, title and interests in and to Patent and all inventions set forth therein ("Inventions") and any and all divisions, continuations, continuations-in-part thereof and substitutions, reissues, renewals and extensions therefore and all other forms of protection of Inventions that may be recognized in the United States or any other country or place anywhere in the world, 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 ASSIGNEE 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 (collectively "Assigns").
2. INVENTORS authorize and request the U.S. Commissioner of Patents and Trademarks and other authorities in foreign countries to issue any and all patents on Inventions, including any and all divisions, continuations, continuations-in-part, substitutions and reissues thereof to ASSIGNEE as assignee of INVENTORS' entire interest.
3. INVENTORS hereby and forever sell, assign, transfer and set over to ASSIGNEE all rights of action on account of past, present and future infringement of the Patent, whether in the United States of America or in any other country or place anywhere in the world.
4. INVENTORS hereby covenant and warrant that it has the full right to convey the interests herein transferred, has not entered or executed and will not enter or execute any arrangement or agreement in conflict herewith and is not aware of any arrangement or agreement that would conflict with any of the provisions herein or the purpose of ASSIGNEE to acquire the rights transferred herein.
5. INVENTORS further hereby covenant and agree that, upon request and without further compensation from, but at the expense of, ASSIGNEE or a requesting Assign, it will do all other lawful acts requested by ASSIGNEE or an Assign to obtain, maintain and enforce the full benefits from the rights and interests herein assigned, including without limitation providing and/or executing papers, information and assignments and communicating facts relating to the Inventions and the conception and reduction to practice thereof, the Patent and the prosecution history thereof as may be known to it, and to testify as to the

same in any interference, other proceeding or litigation when requested to do so by ASSIGNEE or an Assign.

6. This ASSIGNMENT and its provisions shall be binding upon INVENTORS' successors and legal representatives, and shall inure to the benefit of the successors, legal representatives and assigns of ASSIGNEE and all future assigns thereof.

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

8. The waiver of or exception to any condition, term or provision of this Assignment by ASSIGNEE 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 originals on this _____ day of _____, 2007.

Bruce M. Grachal

STATE OF _____

§

COUNTY OF _____

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BEFORE ME, the undersigned authority, on this day personally appeared **Bruce M. Grachal**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2007.

NOTARY PUBLIC IN AND FOR
THE STATE OF _____

same in any interference, other proceeding or litigation when requested to do so by ASSIGNEE or an Assign.

6. This ASSIGNMENT and its provisions shall be binding upon INVENTORS' successors and legal representatives, and shall inure to the benefit of the successors, legal representatives and assigns of ASSIGNEE and all future assigns thereof.

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

8. The waiver of or exception to any condition, term or provision of this Assignment by ASSIGNEE 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 originals on this 28th day of February, 2007.

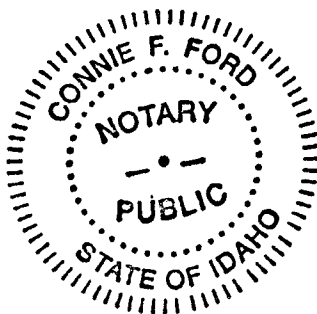
Bruce M. Grachal
Bruce M. Grachal

STATE OF Idaho

COUNTY OF Kootenai

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

GIVEN UNDER MY HAND and seal of office this 28th day of February, 2007.



Connie F. Ford
NOTARY PUBLIC IN AND FOR
THE STATE OF Idaho
Exp 8-21-2012

Michael R. Andrews
Michael R. Andrews

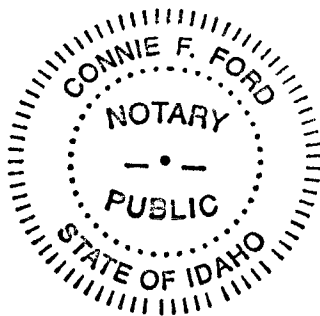
STATE OF Idaho

COUNTY OF Kootenai

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BEFORE ME, the undersigned authority, on this day personally appeared **Michael R. Andrews**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 28th day of February, 2007.



Connie F. Ford
NOTARY PUBLIC IN AND FOR
THE STATE OF Idaho
exp 8-21-2012

Rodney C. Freligh
Rodney C. Freligh

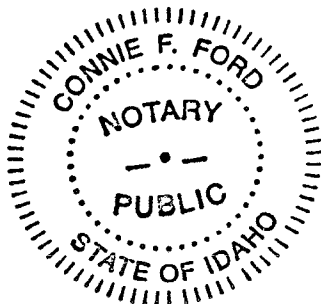
STATE OF Idaho

COUNTY OF Kootenai

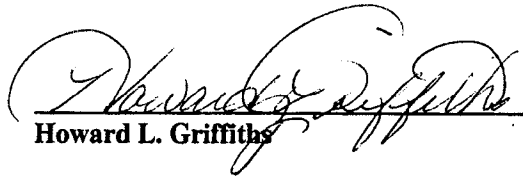
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BEFORE ME, the undersigned authority, on this day personally appeared **Rodney C. Freligh**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 28th day of February, 2007.



Connie F. Ford
NOTARY PUBLIC IN AND FOR
THE STATE OF Idaho
exp 8-21-2012


Howard L. Griffiths

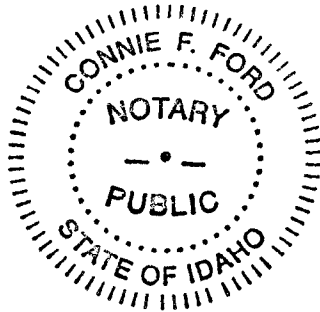
STATE OF Idaho

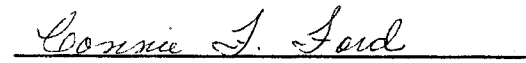
COUNTY OF Kootenai

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BEFORE ME, the undersigned authority, on this day personally appeared **Howard L. Griffiths**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 28th day of February, 2007.




NOTARY PUBLIC IN AND FOR
THE STATE OF Idaho
exp 8-21-2012