

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERTH, Inc.	11/01/2004
RECEIVING PARTY DATA	
Name:	ERTH Technologies, Inc.
Street Address:	7102 LaVista Place
Internal Address:	Suite 200
City:	Longmont
State/Country:	COLORADO
Postal Code:	80503
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10723366
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3036293435
Email:	brown.valerie@dorsey.com
Correspondent Name:	Valerie H. Brown
Address Line 1:	370 17th Street
Address Line 2:	Suite 4700
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	1228/US/2
NAME OF SUBMITTER:	Valerie H. Brown
Total Attachments: 4 source=1228US2assignment2#page1.tif source=1228US2assignment2#page2.tif	

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ASSIGNMENT

WHEREAS, EARTH, Inc., a Corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 7102 LaVista Place, Suite 200, Longmont, Colorado 80503, (hereinafter, individually and collectively the "Assignor"), has entire right, title, and interest to certain utility applications for Letters Patent in the United States ("U.S.") and selected foreign countries shown in Exhibit A; and

WHEREAS, EARTH Technologies, Inc., a Corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 7102 LaVista Place, Suite 200, Longmont, Colorado 80503 (the "Assignee"), desires to acquire the entire right, title, and interest of Assignor in and to the inventions, the Utility Applications and in, to, and under any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the inventions, the Utility Applications, and all divisional, continuation, continuation-in-part, continuing prosecution, reexamination, and reissue applications that claim priority thereto; all international, regional, and foreign applications that claim priority or otherwise correspond thereto; the Letters Patent, both foreign and domestic, that may or shall issue, or may or shall have issued, therefrom; any extensions or renewals thereof; and any right, title, or interest in and to the invention under any international conventions (collectively "the Patent Rights") and rights to any priority claim; and the Assignor hereby authorizes and requests transfer of the Utility Applications and any further applications, which may be or shall have been filed under the Patent Rights, to the Assignee in accordance herewith.

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Applications and otherwise take advantage of the provisions of any international conventions.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party; and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations, and that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Patent Rights, including giving testimony in any proceedings or transactions involving such Patent Rights.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

STATE OF)
) ss.
COUNTY OF)

ERTH, Inc.

By:

James W. Muzzy
Name: *JAMES W. Muzzy*
Title: *PRESIDENT*

Dated:

1/11/2004

Before me, a Notary Public in and for said County and State, personally appeared *JAMES W. MUZZY*, who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this *1ST* day of *NOVEMBER*, 2004.

Sheri L. Williams
Notary Public

My Commission Expires: *10/24/06*

Sheri L. Williams, Notary Public
State of Colorado
My Commission Expires 10/24/2006

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

ERTH Technologies, Inc.

By: _____

Name: _____

Title: _____

Dated: _____

Place: _____

Witness: _____

Name

Witness: _____

Name

Exhibit A

U.S. Patents and Applications

Docket ID	Status	Short Title	Appl'n No.	Appl'n Date	Grant No.	Grant Date
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1228/US/2	Pending	Concentric Tubular Centrifuge	10/723,366	11/26/2003		
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