# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Robert LB Swain	05/31/2007

#### RECEIVING PARTY DATA

Name:	Delta-T Corporation	
Street Address:	133 Waller Mill Road	
City:	Williamsburg	
State/Country:	VIRGINIA	
Postal Code:	23185	

#### PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5837522
Patent Number:	6012514

# **CORRESPONDENCE DATA**

Fax Number: (757)220-3928

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

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Email: patents@infionline.net

Correspondent Name: Joy L. Bryant Address Line 1: P.O. Box 620

Address Line 4: Lightfoot, VIRGINIA 23090

ATTORNEY DOCKET NUMBER: DT116-1, DT120-1

NAME OF SUBMITTER: Joy L. Bryant

Total Attachments: 4

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PATENT REEL: 019353 FRAME: 0941

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### ASSIGNMENT OF PATENT

WHEREAS, I, Robert L. B. Swain, of 8996 Cook Drive, Gloucester Point, Virginia 23072, have invented certain new and useful improvements concerning a "Method for Introducing Oxygen into a Propagation Zone of Fermentation Process" ("Invention"), the Invention being described and identified by an application for Letters Patent of the United States, filed on February 4, 1997 as Serial No. 08/795,421; and issued as US Patent Number 5,837,522 on November 17, 1998; and

WHEREAS, Delta-T Corporation, a corporation duly organized under the laws of the Commonwealth of Virginia and having its principal place of business at 133 Waller Mill Road, Williamsburg, Virginia 23185, is desirous of acquiring an interest in, to and under said patented invention:

NOW, THEREFORE, to all whom it may concern, be it known that in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Delta-T Corporation the full and exclusive right, title and interest, throughout the world, in, to and under said Invention as fully set forth and described in US Patent Number 5,837,522, and in any improvements on the Invention heretofore or hereafter made or acquired by me; in, to and under said patent and additional applications covering the Invention and improvements; in, to and under any and all refilings, divisions and continuations of said applications; in, to and under any and all Letters Patent of the United States of America which may issue from said applications, refilings, divisions and continuations; in, to and under any and all reissues of said Letters Patent of the United States of America; in, to and under any and all applications for Letters Patent upon said Invention and any improvements thereto which may hereafter be filed in any and all countries foreign to the United States of America; in, to and under any and all refilings, divisions and continuations of said foreign-filed applications; in, to and under any and all Letters Patent of countries foreign to the United States of America, which may issue from the said foreign-filed applications, refilings, divisions and continuations; and in, to and under any and all extensions of, and additions to, said Letters Patent of countries foreign to the United States of America, the same to be held and enjoyed by said Delta-T Corporation for its own use and behoof, and for its successors, legal representatives and assigns, to the full end of the term for which said Letters Patent may be granted.

FURTHERMORE, I covenant and agree to cooperate with Delta-T Corporation so that Delta-T Corporation may enjoy to the fullest extent the right, title, and interest herein conveyed. Such cooperation shall include:

- (1) Prompt execution of all papers, to be prepared at the expense of Delta-T Corporation, that are deemed necessary or desirable by Delta-T Corporation to perfect the right, title, and interest herein conveyed.
- (2) Prompt execution of all petitions, oaths, specifications, declarations or other papers, to be prepared at the expense of Delta-T Corporation, that are deemed necessary or desirable by Delta-T Corporation for filing and prosecuting refilings, substitute, divisional, continuing, or additional applications in the United States and/or foreign countries covering the Invention and improvements, for filing and prosecuting applications for reissuance of Letters Patent covering the Invention and improvements, or for interference proceedings involving the Invention and improvements.
- (3) Prompt assistance and cooperation in the prosecution of legal proceedings involving the Invention and improvements, any and all applications for Letters Patent upon said Invention

and improvements, and Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, interferences, public use proceedings and court actions.

AND, I hereby covenant for myself and my legal representatives, and agree with Delta-T Corporation, its successors and assigns, that I have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except Delta-T Corporation, that prior to the execution of this deed, my right, title and interest in said improvements had not been otherwise encumbered, and that I have not and will not execute any instrument in conflict therewith.

EXECUTED this  $31^{\frac{6+}{2}}$  day of 100 ay, 2007.

ROBERT L.B. SWAIN

COMMONWEALTH/STATE OF <u>Virginia</u>:

COUNTY OF <u>Jos-</u>[C :

Before me personally appeared <u>Pobert L. B. Swain</u>, to me known to be the person described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the use and purpose therein set forth, on the day and year aforesaid.

Notary Public Haboush

SEAT

My Commission Expires:

January 13, 2011

## ASSIGNMENT OF PATENT

WHEREAS, I, Robert L. B. Swain, of 8996 Cook Drive, Gloucester Point, Virginia 23072, have invented certain new and useful improvements concerning a "Tube-in-Tube Heat Exchanger" ("Invention"), the Invention being described and identified by an application for Letters Patent of the United States, filed on November 26, 1997 as Serial No. 08/978,986; and issued as US Patent Number 6,012,514 on January 11, 2000; and

WHEREAS, Delta-T Corporation, a corporation duly organized under the laws of the Commonwealth of Virginia and having its principal place of business at 133 Waller Mill Road, Williamsburg, Virginia 23185, is desirous of acquiring an interest in, to and under said patented invention;

NOW, THEREFORE, to all whom it may concern, be it known that in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Delta-T Corporation the full and exclusive right, title and interest, throughout the world, in, to and under said Invention as fully set forth and described in US Patent Number 6,012,514, and in any improvements on the Invention heretofore or hereafter made or acquired by me; in, to and under said patent and additional applications covering the Invention and improvements: in, to and under any and all refilings, divisions and continuations of said applications; in, to and under any and all Letters Patent of the United States of America which may issue from said applications, refilings, divisions and continuations; in, to and under any and all reissues of said Letters Patent of the United States of America; in, to and under any and all applications for Letters Patent upon said Invention and any improvements thereto which may hereafter be filed in any and all countries foreign to the United States of America; in, to and under any and all refilings, divisions and continuations of said foreign-filed applications; in, to and under any and all Letters Patent of countries foreign to the United States of America, which may issue from the said foreign-filed applications, refilings, divisions and continuations; and in, to and under any and all extensions of, and additions to, said Letters Patent of countries foreign to the United States of America, the same to be held and enjoyed by said Delta-T Corporation for its own use and behoof, and for its successors, legal representatives and assigns, to the full end of the term for which said Letters Patent may be granted.

FURTHERMORE, I covenant and agree to cooperate with Delta-T Corporation so that Delta-T Corporation may enjoy to the fullest extent the right, title, and interest herein conveyed. Such cooperation shall include:

- (1) Prompt execution of all papers, to be prepared at the expense of Delta-T Corporation, that are deemed necessary or desirable by Delta-T Corporation to perfect the right, title, and interest herein conveyed.
- (2) Prompt execution of all petitions, oaths, specifications, declarations or other papers, to be prepared at the expense of Delta-T Corporation, that are deemed necessary or desirable by Delta-T Corporation for filing and prosecuting refilings, substitute, divisional, continuing, or additional applications in the United States and/or foreign countries covering the Invention and improvements, for filing and prosecuting applications for reissuance of Letters Patent covering the Invention and improvements, or for interference proceedings involving the Invention and improvements.
- (3) Prompt assistance and cooperation in the prosecution of legal proceedings involving the Invention and improvements, any and all applications for Letters Patent upon said Invention

and improvements, and Letters Patent granted thereon, including oppositions, cancellation proceedings, priority contests, interferences, public use proceedings and court actions.

AND, I hereby covenant for myself and my legal representatives, and agree with Delta-T Corporation, its successors and assigns, that I have granted no right or license to make, use, sell or offer to sell said improvements, to anyone except Delta-T Corporation, that prior to the execution of this deed, my right, title and interest in said improvements had not been otherwise encumbered, and that I have not and will not execute any instrument in conflict therewith.

EXECUTED this 3/5t day of May, 2007.

Notary Public

COMMONWEALTH/STATE OF <u>Uirqinia</u>:

COUNTY OF <u>Jook</u>:

Before me personally appeared Robert L. B. Swain, to me known to be the person described in, and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the use and purpose therein set forth, on the day and year aforesaid.

My Commission Expires:

RECORDED: 05/31/2007

PATENT

REEL: 019353 FRAME: 0946