

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David R. Stewart PhD	09/30/2007
RECEIVING PARTY DATA	
Name:	Produced Water Development LLC
Street Address:	3801 Automation Way
Internal Address:	Suite 200
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80525
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11784569
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ATTORNEY DOCKET NUMBER:	DS1US01
NAME OF SUBMITTER:	Thomas H. Young
Total Attachments: 2 source=P-ASSIGNMENT (as executed)#page1.tif source=P-ASSIGNMENT (as executed)#page2.tif	

OP \$40.00 11784569

ASSIGNMENT

WHEREAS, David R. Stewart, Ph.D. of 2408 Rollingwood Dr., Ft. Collins, Colorado 80525-1944 (the "Assignor") has invented and owns a certain "Invention" entitled, "Purification of Oil Field Production Water for Beneficial Use," as embodied in U.S. patent application S.N. 11/784,569, filed on April 6, 2007, in the name of Assignor as sole inventor and owner and the predecessor U.S. provisional patent application, S.N. 60/789,846, filed on April 6, 2006 (the "Applications")

WHEREAS, Produced Water Development, LLC, a Delaware limited liability company (the "Assignee"), has been formed under an Operating Agreement including, without limitation, an Agreement Assigning Intellectual Property (collectively the "Operating Agreement") and desires to acquire the entire interest in, to and under the Invention and the Applications and any Letters Patent or other legal protection to be obtained therefore in the United States or any foreign country.

NOW, THEREFORE, for good and valuable consideration as identified in the Operating Agreement and subject to the terms of the Operating Agreement, Assignor hereby sells, assigns and transfers to Assignee (subject to certain previously existing licenses) the full and exclusive right, title and interest to the Invention and the Applications in the United States and its territorial possessions and in all foreign countries and to all Letters Patent to be obtained for said Invention as a result of the Applications or any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country (the "Letters Patent") for the full term or terms for which the same may be granted.

Assignor covenants that the Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to the Applications, the Invention and the Letters Patent as may be known and accessible to Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all assignment papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Applications, the Invention and the Letters Patent which may be necessary or desirable to assist Assignee in the perfection and fulfillment of its rights under this Assignment.

