

01-08-2008

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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

Dr. Michael Markels, Jr.

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) December 5, 2007

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: John W. Baker

Internal Address: \_\_\_\_\_

Street Address: 506 Hastings Drive

City: Peachtree City

State: Georgia

Country: USA Zip: 30269

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

**4. Application or patent number(s):**

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

5,564,862

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: John W. Baker

Internal Address: \_\_\_\_\_

Street Address: 506 Hastings Drive

City: Peachtree City

State: Georgia Zip: 30269

Phone Number: 770 631 4202

Fax Number: 770 234 4144

Email Address: jwb@baker-enterprises.com

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

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00

- ☐ 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:**

Signature

January 2, 2008

Date

John W. Baker

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

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

01/08/2008 DBYRNE 00000006 5564862

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PATENT  
REEL: 020325 FRAME: 0877

## **AGREEMENT AND ASSIGNMENT**

Agreement and Assignment made and entered into this 5th day of December 2007, by and between **Dr. Michael Markels, Jr.**, a citizen of the United States residing at 3121 NW 31st Avenue, Camas, Washington 98607, (hereinafter "Markels"), as assignor, and **John W. Baker** a citizen of the United States residing at 506 Hastings Drive, in Peachtree City, Georgia 30269 (hereinafter "JWB"), as assignee.

### **Recitals**

WHEREAS, Markels is the Inventor and original owner of certain Inventions relating to landfill mining operations as defined and claimed in U.S. Patent No, 5,564,862 entitled METHOD OF IMPROVED LANDFILL MINING (hereinafter "Patent Rights"); and

WHEREAS, Markels entered into an Agreement and Assignment (hereinafter "ECS Agreement") effective the 26th of December 1997 which conveyed certain Patent Rights to Environmental Control Systems, Inc., a Georgia corporation ("ECS"); and

WHEREAS, ECS has assigned back to Markels all of the Patent Rights and the Patent Rights are now owned by Markels free and clear of the ECS Agreement; and

WHEREAS, JWB has assisted Markels, at JWB's expense, in the reassignment of Markel's Patent Rights back to Markels from ECS; and

WHEREAS, JWB is desirous of obtaining all right, title and interest in and to said Patent Rights in the United States and Canada; and

WHEREAS, JWB and Markels entered into an agreement dated October 26, 2007 with respect to the Patent Rights; this Agreement and Assignment is an amendment and restatement of the October 26, 2007 agreement and, consequently, the October 26,

2007 agreement shall have no further force or effect; this Agreement and Assignment sets forth the parties complete understanding with respect to the Patent Rights.

NOW THEREFORE, for and in consideration of the promises and mutual covenants set forth below, Markels and JWB hereby agree as follows:

1. Markels covenants that he has full right to enter into this Agreement and Assignment and that he has not and will not hereafter grant any rights with respect to Patent Rights to any third party that may conflict with this Agreement and Assignment.

2. Markels hereby sells, assigns, transfers and sets over to JWB, his lawful successors and assigns, all right, title, and interest to (i) the Patent Rights and all related rights; (ii) all applications and documentation related to the Patent Rights; (iii) the right to claim priority rights deriving from the inventions and Patent Rights; (iv) all causes of action, remedies and other enforcement rights related to the Patent Rights (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of the Patent Rights and related rights); (v) all rights to collect royalties and other payments under or on account of any of the Patent Rights or related rights; and (vi) all documents related to the conception, diligence, reduction to practice of the inventions included in the Patent Rights and all domestic patent filings. Notwithstanding the foregoing, it is acknowledged and agreed that Markels retains all rights with respect to the inventions described in the Patent Rights outside of the United States and Canada.

3. JWB agrees to pay Markels a royalty payment of \$5,000 (hereinafter "Royalty Payment") for each landfill which JWB or his assignee implements the Aerobic Bioreactor process covered under Markels' said Patent Rights.

4. JWB agrees to pay Markels a minimum annual payment of \$5,000 (hereinafter "Minimum Annual Payment") by December 31st each year, starting in 2008. All Royalty Payments under Paragraph 3 shall be included for purposes of satisfying the Minimum Annual Payment as provided herein. If JWB fails to make the Minimum Payment all Patent Rights after December 31st of that year granted to JWB under this Agreement and Assignment shall, at Markels sole option and request, be reassigned to Markels and JWB will cooperate in such assignment by executing all papers and documents necessary to perfect title of such Patent Rights of Markels.

5. Markels shall assist JWB and his successors and assigns in enforcing patent protection to said Patent Rights and will execute all papers that may be necessary or desirable to enable JWB or its nominee to vest in JWB or his assignee the entire right, title, and interest in said Patent Rights and in all other rights assigned hereby.

6. Markels agrees to reasonably assist JWB, at JWB's expense, in any contested proceeding before any Patent Office and in any litigation in any Court relating to obtaining or enforcing patent protection relating to said Patent Rights owned by JWB.

7. JWB shall bear all costs and expenses of seeking and enforcing patent protection in the United States and Canada relating to said Patent Rights owned by JWB hereunder.

8. Markels shall provide all reasonable assistance, including engineering know-how and technical assistance, as may be requested by JWB for implementation and operation of aerobic degradation landfill projects or sites. JWB shall compensate Markels at the hourly rate of \$100 per hour for Markels time and all reasonable expenses associated with said assistance.

9. In the course of performance under this Agreement and Assignment and other work relating to aerobic degradation landfill projects, the parties may from time to time exchange confidential information, including but not limited to engineering know-how, trade secrets, technical information, production information, customer information, and the like that is not readily known or accessible to the general public (hereinafter "Confidential Information"). The disclosing party shall clearly designate and mark all such information as "Confidential Information" upon disclosure or within thirty (30) days thereafter. The parties hereby agree that all such Confidential Information will be maintained in confidence and will remain the property of the disclosing party. All written data or physical things embodying such Confidential Information will be returned to the disclosing party or destroyed upon the written request of the disclosing party. Notwithstanding anything contained in this Paragraph, neither party shall be liable for any disclosure or use of any Confidential Information disclosed or communicated by the other party: (a) if such information was already known to the receiving party; (b) if such information is publicly available or later becomes publicly available other than through a breach of this Paragraph 14; or (c) if such information is subsequently lawfully obtained by the receiving party from a third party.

10. This Agreement and Assignment (including the recitals) embodies the entire understanding of the parties and cannot be changed orally, but only by mutual written agreement of the parties for any such change or modification.

11. All the terms and provisions of this Agreement and Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

12. This Agreement and Assignment may be assigned or novated by JWB to any Affiliate or other Third Party.

13. This Agreement and Assignment shall be construed in accordance with the Laws of the State of Georgia and both parties hereby submit to the jurisdiction of the Courts of the State of Georgia if any dispute as to this Agreement and Assignment arises.

14. Markels requests the respective US and Canadian patent offices grant or issue any and all letters patent, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of JWB, as assignee to the entire interest therein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be  
executed as the date set forth on page 1 hereof:

Dr. MICHAEL MARKELS, JR. ("Markels")

Signature: Michael Markels Jr

Witness: Elizabeth Markels

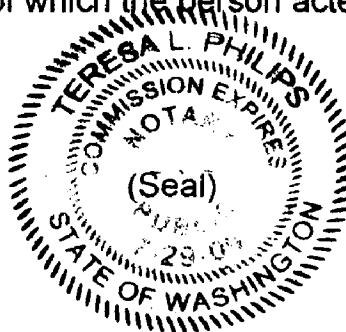
Printed: ELIZABETH MARKELS

STATE OF Washington )  
 ) ss.  
COUNTY OF Clark )

On 12/7/07, before me, TERESA L PHILIPS,  
Notary Public in and for said State, personally appeared Michael Markels  
Jr, personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person whose name is subscribed to the within instrument and acknowledged  
to me that he executed the same in his authorized capacity, and that by his signature on  
the instrument the person, or the entity upon behalf of which the person acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature Teresa L Philips



JOHN W. BAKER ("JWB")

Signature: John W. Baker

Witness: Sarah Spivak

Printed: Sarah Spivak

STATE OF Georgia )  
COUNTY OF Fayette ) ss.

On Dec 20<sup>th</sup> 2007, before me, Jesus Marmolejos,  
Notary Public in and for said State, personally appeared John W. Baker,  
personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the person whose name is subscribed to the within instrument and acknowledged  
to me that he executed the same in his authorized capacity, and that by his signature on  
the instrument the person, or the entity upon behalf of which the person acted, executed  
the instrument.

WITNESS my hand and official seal.

Signature

Jesus Marmolejos

(Seal)

