

01-08-2008



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TEET

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

1.7.08

1. Name of conveying party(ies)

Environmental Control Systems, Inc.

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

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

Execution Date(s) November 29, 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: Dr. Michael Markels, Jr

Internal Address: _____

Street Address: 3121 NW 31st Avenue

City: Camas

State: WA

Country: USA

Zip: 98607

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

John W. Baker

Name of Person Signing

01/08/2008 DBYRNE 00000008 5564862

01 FC:8021

Date

1 40.00

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

4

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

ASSIGNMENT

FOR VALUE RECEIVED, ENVIRONMENTAL CONTROL SYSTEMS, INC., a Georgia corporation ("**Assignor**"), having a place of business at 4530 Millerbrook Ct., Duluth, GA 30096, hereby irrevocably and unconditionally sells, assigns, transfers and conveys unto DR. MICHAEL MARKEL, JR., a citizen of the United States residing at 3121 NW 31st Avenue, Camas, WA 98607, his successors, assigns and legal representatives ("**Assignee**"), the full extent of Assignor's right, title and interest in and to

1. Certain inventions ("**Inventions**") relating to land fill mining operations as defined and claimed in U.S. Patent No. 5,564,862 entitled METHOD OF IMPROVED LANDFILL MINING and all letters patent, United States patents or other governmental grants or issuances that may be granted or issue with respect to the Inventions (the "**Patents**");
2. The Agreement and Assignment dated November 26, 1997 between the Assignor and Assignee (and all rights thereunder);
3. All applications with respect to the Inventions and Patents ("**Applications**");
4. All reissues, requests for continuing examinations, reexaminations, extensions or registrations of any such applications and/or the Patents;
5. All non-United States patents, patent applications, and counterparts with respect to the Inventions and the Patents including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances, and including the right to file foreign applications directly in the name of Assignee;
6. The right to claim priority rights deriving from the Inventions, Patents, and/or Applications and for Assignee to otherwise avail itself of the provisions of the international conventions governing the protection of inventions;
7. All causes of action, remedies and other enforcement rights related to the Applications, the Inventions, and the Patents (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the Applications, the Inventions, and the Patents);
8. All rights to collect royalties and other payments under or on account of any of the Applications, the Inventions, and the Patents; and

9. Any and all other rights and interests arising out of, in connection with, or in relation to the Applications, the Inventions, and the Patents; and all documents related to the conception, diligence and reduction to practice of the Inventions and all domestic and international patent filing documents.

Assignor will not execute any writing or do any act conflicting with this Assignment and, without further compensation, will execute all documents and do such additional acts as Assignee deems necessary or desirable to: perfect enjoyment of the rights hereby assigned; conduct proceedings regarding the such rights, including any litigation or interference proceedings; or perfect or defend title to such rights. Assignor requests the respective patent office or governmental agency in each jurisdiction to 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 rights in the name of Assignee, as Assignee to the entire interest therein.

A copy of this Assignment will be deemed a full legal and formal equivalent of any document that may be required in any country as proof of the right of Assignee to apply for patent or other protection for any Inventions and to claim the benefit of the right of priority thereto. Assignor grants to Assignee the right, power and authority to insert in this Assignment any further information or identification that may be necessary or desirable to comply with the applicable rules and procedures for recordation of this Assignment, or perfecting its benefit, throughout the world.

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors or assigns, and anyone properly designated by Assignee and will be binding upon Assignor, its successors or assigns, and anyone properly designated by it.

* * * Signature on next page * * *

In full and complete consideration of the assignment made herein, Assignee has paid Assignor One Hundred United States Dollars (\$100.00). The Assignor executes and delivers this Assignment to Assignee under seal on the date written below.

ASSIGNOR:

ENVIRONMENTAL CONTROL SYSTEMS, INC.

By: *H. Dean Reece*
Name: H. Dean Reece

Title: Chairman Board of Directors

Date: 11-29-07

(Seal)

STATE OF Georgia)
) ss.
COUNTY OF Paulding)

On Nov. 29, 2007, before me, *Shamika Delamar*, Notary Public in and for said State, personally appeared *H. Dean Reece*, 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 *Shamika Delamar*

