

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Joseph R. Waitlevertch	04/18/2008
RECEIVING PARTY DATA	
Name:	ESM Group Inc.
Street Address:	300 Corporate Pkwy-118N
City:	Amherst
State/Country:	NEW YORK
Postal Code:	14226
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12111404
CORRESPONDENCE DATA	
Fax Number:	(202)861-1783
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	BAKER & HOSTETLER LLP
Address Line 1:	WASHINGTON SQUARE, SUITE 1100
Address Line 2:	1050 CONNECTICUT AVE. N.W.
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20036-5304
ATTORNEY DOCKET NUMBER:	88744.1520
NAME OF SUBMITTER:	Leo J. Jennings
Total Attachments: 3 source=887441520Ass#page1.tif source=887441520Ass#page2.tif source=887441520Ass#page3.tif	

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RECORDATION FORM COVER SHEET

Atty. Dkt. No. 88744.1520

PATENTS ONLY

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)

Joseph R. Waitlevvertch

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

2. Name and address of receiving party(ies)

Name: ESM Group Inc.

Internal Address: _____

Street Address: 300 Corporate Pkwy -- 118N

City: Amherst

State: New York

Country: _____ Zip: 14226

Additional names & address(es) attached? Yes No

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

Execution Date(s) April 18, 2008

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: BAKER & HOSTETLER LLP

Internal Address: _____

Street Address: Washington Square, Suite 1100

1050 Connecticut Avenue, N.W.

City: Washington

State: District of Columbia Zip: 20036-5304

Phone Number: (202) 861-1500

Fax Number: (202) 861-1783

Email Address: patents@bakerlaw.com

6. Total number of applications and patents involved: 1

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)

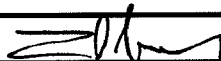
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2036

Authorized User Name _____

9. Signature:



Signature

April 29, 2008

Date

Leo J. Jennings, Reg. No. 32,902

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **3**

ASSIGNMENT

WHEREAS I, Joseph R. Waitlevertch having an address of 335 Holyoke Road, Butler, PA 16001, ("Assignor"), have made a certain new and useful invention as set forth in an application for United States Letters Patent entitled **SKIMMER APPARATUS AND METHOD**, executed by me on the date of execution of this document, as shown below, and filed concurrently herewith;

AND WHEREAS, ESM Group Inc., having an address of 300 Corporate Pkwy-118N Amherst, NY 14226, ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to claim priority under 35 U.S.C. §119 and the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATION, Assignor hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignor will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignor and Assignee;

The undersigned hereby grant(s) the firm of BAKER & HOSTETLER LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

