

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHASE FOUR INDUSTRIES, INC.	09/10/2008
RECEIVING PARTY DATA	
Name:	DOUGLAS R SWARTS
Street Address:	1177 Comstock Rd.
City:	Hollister
State/Country:	CALIFORNIA
Postal Code:	95023
Name:	HORST BRENNER
Street Address:	20181 Kilbride Dr.
City:	Saratoga
State/Country:	CALIFORNIA
Postal Code:	95070
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10693719
CORRESPONDENCE DATA	
Fax Number:	(408)257-9904
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4082533860
Email:	alanheimlich@heimlichlaw.com
Correspondent Name:	Alan Heimlich
Address Line 1:	5952 Dial Way
Address Line 4:	San Jose, CALIFORNIA 95129
ATTORNEY DOCKET NUMBER:	PFI-P002

OP \$40.00 10693719

NAME OF SUBMITTER:

Alan Heimlich

Total Attachments: 1

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ASSIGNMENT

Docket No: PFI-P002

Whereas, I/We:

PHASE FOUR INDUSTRIES, INC. of 837 INDUSTRIAL DR. BLDG. 1A
HOLLISTER, CALIFORNIA 95023

hereafter referred to as Assignor(s) have rights to certain new and useful improvements in:

Method and apparatus for waste evacuation

hereafter referred to as Invention,

for which an application was filed
 herewith or on 10-24-2003 Application No: 10/693719

for which a patent was granted on _____ Patent No: _____

Now, therefore, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Assignor(s) hereby sells, assigns, and transfers to:

DOUGLAS R. SWARTS of 1177 Comstock Rd., Hollister, CA 95023
and
HORST BRENNER of 20181 Kilbride Dr., Saratoga, CA 95070

hereafter referred to as Assignee(s), its successors, assigns, and legal representatives, the entire right, title, and interest in the said Invention for the United States and all foreign countries, in and to any and all improvements that are disclosed in the Invention, and in and to all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said Invention application;

agree that said Assignee(s) may apply for and receive a patent or patents for said improvements in its own name(s); and that, when requested, without charge to, but at the expense of, said Assignee(s), its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the Assignor(s) will execute all divisional, continuation, continued prosecution, continuation-in-part, substitute, renewal, and reissue applications, reexaminations, extensions, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee(s), its successors, assigns, and representatives all facts known to the Assignor(s) relating to said improvements and the history thereof; and generally assist said Assignee(s), its successors, assigns, or representatives in securing and maintaining patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee(s), its successors, assigns, and legal representatives; and

covenant with said Assignee(s), its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, sale, agreement, or encumbrance affecting the rights and property herein conveyed has been made to others by the Assignor(s), and that full right to convey the same as herein expressed is possessed by the Assignor(s).

Accepted and executed by Assignor(s) and/or Assignor(s)' legally authorized representative(s):


DOUGLAS R. SWARTS
President PHASE FOUR INDUSTRIES, INC.

Dated: 10 September 2008
At: Hollister, CA