## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
GRANULATE PNEUMATIC GERATEBAU GMBH	09/11/2008

## **RECEIVING PARTY DATA**

Name:	FORATIS BURGOS XI S.L.	
Street Address:	CAMINO EL VERDE, 40	
City:	EL PASO	
State/Country:	SPAIN	

## PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	6390898	

# **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: D1675

NAME OF SUBMITTER: Andrew Wilford

**Total Attachments: 5** 

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PATENT REEL: 021570 FRAME: 0222

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\$40.00 63908

D1675

**ASSIGNMENT** 

Whereas, Granulate Pneumatic Geratebau GMBH, a limited liability company of Germany, is the owner of record of

US patent 6,390,898

recorded in the US Patent and Trademark Office.

And whereas

FORATIS BURGOS XI S.L. a Limited Liability Company of Spain, having a place of business at Camino El Verde 40, 53113 El Paso, Spain, is desirous in acquiring an interest in the same.

Now, therefore, for and in consideration of the sum of \$1.00 (one dollar) in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, Granulate Pneumatic Geratebau GMBH does by these presents sell, assign, and transfer unto **FORATIS** BURGOS XI S.L. the entire right, title and interest in and to the patent, the same to be held and enjoyed by FORATIS BURGOS XI S.L. for its own use and behoof, and for its legal representatives to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held by Granulate Pneumatic Geratebau GMBH had this assignment and sale not been made.

GRANULATE PNEUMATIC GERATEBAU GMBH

Date: 11.08.2008

Name: DYBALLA, UWE
Signature: DIRECTOR

## Sales Agreement

#### between

Granulate Pneumatic Gerätebau GmbH

legally represented by Managing Director Alexander Watther Gewerbepark 26 D-03222 Lübbenau Germany

hereafter referenced as the "Seller"

and

Foratis Burgos XI S.L.

legally represented by Managing Director Wolf Rinderknecht Camino El Verde 40 ES - 53113 Paso Spain

hereafter referenced as the "Buyer"

DE 598050345 [initials]

relating to the German patent with the no.;

originally listed under the no.:

following from the European patent no.:

the Polish patent with the no.: the Canadian patent with the no.:

the Brazilian patent with the no.: and the U.S. patent with the no.:

DF 59805043-5

DE 197 47 838,

EP 1 027 188 B1,

187 675 2,374,041

PI 9815 299-8 6,390,898

having the title: "Method and Device for the Dry Removal of Coatings, Graffiti, or other Superficial Soilings"

and the following bibliographic data:

File number:

598 05 043.5

application data:

190CT1997

registration data:

11DEC1997

Owner:

Granulate Pneumatic Gerätebau GmbH

Gewerbepark 26, 03222 Lübbenau

Section 1 Subject of the Agreement

The subject of the Agreement is German patent no. 598 05 043.5 "Device for the Dry Removal of Coatings, Graffiti, or other Superficial Soilings" as indicated in Appendix 1.

Sales Agreement/Granulate Pneumatic Gerätebau GmbH/Foratis Burgos Xi S.L.

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The Seller sells this patent to the buyer, as well as all further applications in other countries.

The Buyer agrees to enter into a license agreement with the company system Vertriebs GmbH to exploit the patent, and by so doing to ensure the requirements for preserving the operating facility in Lübbenau for producing and marketing abrasive-cleaning equipment as specified in the above-referenced patent.

### Section 2 Liability

The seller states that the Seller is the sole owner and lawful owner of patent no. 598 05 043.5.

The Seller affirms that the Seller knows of no claims or rights of prior use on the part of third parties. The Seller further affirms that the Seller knows of no infringements of other protective rights.

#### Section 3 Obligation

Upon the Agreement's going into effect, the Seller undertakes to obtain for the Buyer absolute ownership of the patent. The Buyer undertakes to acquire the patent.

## Section 4 Transfer of Ownership

The Sales Agreement is concluded unconditionally. As specified by Section 3, the Seller assigns the patent and all rights thereto to the Buyer.

#### Section 5 Transfer of Registration

Upon the Agreement's going into effect, the Seller undertakes to allow the transfer of registration to the Buyer, and upon conclusion of the Agreement to deliver to the Buyer a declaration of assignment to the authorized representative acting on behalf of the Buyer.

#### Section 6 Purchase Price

The Buyer shall pay the Seller for acquisition of the patent

#### € 40,000.00

(in words: forty thousand)

The purchase price must be remitted by March 31, 2007 to the account of Rechstanwälte [Attorneys] Wellensiek at

Deutsche Kreditbank

account no.:

115 868 56

A7:: 94/04

bank code:

120 300 00

IBAN:

DE 6612 0300 0000 1158 6856

SWIFT:

BYLADEM1001

Sales Agreement/Granulate Pneumatic Cieratebau GmbIl/Foratis Burgos Xi S.L.

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Payment of the purchase price shall be effected upon written release of security rights by the Deutsche Kreditbank.

#### Section 7 Cooperation

Until the date the Agreement is concluded, all fees shall be borne by the Seller; after conclusion of the Agreement, these, including assignment fees shall be borne by the Buyer.

#### Section 8 Claims to Compensation

All claims to compensation arising before the time the Agreement is concluded have been satisfied by the purchase price.

#### Section 9 No-Contest Clause

The seller will not take any action, either directly or indirectly, against the validity of the patent by means of a petition for cancellation or otherwise.

#### Section 10 Effective Date of the Agreement

This Agreement goes into effect when signed by both parties and upon receipt of payment in the account of the Seller, as specified in Section 6.

### Section 11 Right of Repurchase

In the event the managing director of the Seller exploits funding arising from the subsidy grant of the Investitionsbank des Landes Brandenburg [Investment Bank of the State of Brandenburg], the parties agree on a right of repurchase (of the patent) at the purchase price specified in Section 6 of this Agreement. The parties agree that the repurchase will be effected by way of rescission within 4 weeks of notification given by the Seller. The rescission will be implemented upon reimbursement of the purchase price and receipt of funds in the account of the Buyer.

This afore-mentioned right of repurchase expires December 31, 2009.

#### Section 12 Place of Jurisdiction and Applicable Law

In the event of disagreements, the parties are obliged to resolve these amicably. If contrary to expectations such an agreement is not possible, all disputes arising from this Agreement will be resolved by judicial means. German law applies exclusively to this contractual relationship. The court of jurisdiction specified is the Landgericht Cottbus [Cottbus Regional Court].

Sales Agreement/Granulate Procumatic Gerätebau GmbH/Foratis Burgos Xi S.L.

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## Section 13 Concluding Provisions

- 1. Modifications of and amendments to this Agreement must be in writing.
- 2. All rights and obligations arising from this Agreement devolve to the respective legal successors of the parties to the Agreement.
- 3. No collateral agreements exist relating to this Agreement.
- 4. Statutory provisions invalidating the legal effect of individual parts of this Agreement after the Agreement only with respect to those parts. The Agreement otherwise remains binding on both parties.
- 5. Should individual provisions of this Agreement prove to be invalid, or should there exist an omission in the Agreement, the remaining provisions remain unaffected.

  The two parties will then agree on a solution permitted by law which most closely satisfies the intentions of this Agreement and enables the purpose of the Agreement to be fulfilled.

6. This Agreement is issued in duplicate copies, each party receiving one copy.

22MAR07

Lübbenau, den \_ GRANULAT PNELIMATIC

Geratebau GmbH GEWERBEPARK 26 07272 LÜBBENAU 161,035/42/671909-7-Fex 87 1908

(Verkäufer) (Seller)

FORATIS BURGOS XI S.L.

Camino El Verde, 40 E-38750 - El Paso (S/C. Tenerife)

El Paso, den 30, 03 4 +34 922 48 62 74

(Käufer)

(Buyer)

RECORDED: 09/24/2008

Sales Agreement/Granulate Phonmatic Geratebau GmbIl/Foraiis Burgos Xi S.L.

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