

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
Larry W. Fullerton		12/03/2005
RECEIVING PARTY DATA		
Name:	Midsouth Technologies Incorporated	
Street Address:	125 Peter Lane	
City:	New Hope	
State/Country:	ALABAMA	
Postal Code:	35760	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	11303711	
Application Number:	11698775	
Application Number:	12189172	
CORRESPONDENCE DATA		
Fax Number:	(931)433-4845	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9314334290	
Email:	jrichards@vallnet.com	
Correspondent Name:	James Richards	
Address Line 1:	58 Boning Rd	
Address Line 4:	Fayetteville, TENNESSEE 37334	
NAME OF SUBMITTER:	James Richards Reg 54399	
Total Attachments: 2		
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ASSIGNMENT

THIS AGREEMENT is entered into this 3rd day of December, 2005, by and between LARRY W. FULLERTON, ("ASSIGNOR"), and MIDSOUTH TECHNOLOGY, INCORPORATED, an Alabama corporation ("ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR has developed Parametric Nuclear Quadrupole Resonance (PNQR) technology, including those embodiments disclosed in United States provisional patent application 60/638,858 filed on December 22, 2004, (said system, device, method, embodiments disclosed in the application, and any and all subsequent improvements, all hereafter referred to as the "Invention"); and

WHEREAS, ASSIGNOR desires to sell, assign, and transfer all right, title, and interest throughout the world to the Invention to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the aforesaid Invention and to any and all applications for Letters Patent in the United States and in any and all foreign countries; and

WHEREAS, both ASSIGNOR and ASSIGNEE are in agreement on the terms and conditions upon which such transfer shall occur.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged:

1. ASSIGNMENT

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors, and assigns the entire right, title, and interest throughout the world in and to the Invention, including any and all patent applications and patents of every country for said invention, also including all provisional, divisional, continuing, substitute, renewal, reissue, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said invention; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

2. REPRESENTATIONS & WARRANTIES

- A. ASSIGNOR hereby represents and warrants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned; and

B. ASSIGNOR hereby represents and warrants, when requested, and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said invention and/or improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to the ASSIGNEE all facts known to the undersigned relating to said invention and/or improvements and the history thereof; and generally do everything possible which the ASSIGNEE, its successors, assigns, and nominees, shall consider desirable for vesting title to said invention and/or improvements, and for securing, maintaining and enforcing proper patent protection for said invention and/or improvements.

3. AUTHORIZATION

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or other issuing authority to issue any and all United States and foreign patents granted for said Invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns.

TO BE BINDING on the heirs, assigns, representatives, and successors of the ASSIGNOR and extend to the successors, assigns, and nominees of the ASSIGNEE.

Signature:  Date: Dec 3, 2005
Larry W. Fullerton

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 2007, personally appeared LARRY W. FULERTON, acknowledged to me that he executed the foregoing instrument of his own free will for the purposes and consideration therein expressed.

Notary Public

My commission expires on: _____