

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Biosafe Engineering, LLC	12/19/2007
RECEIVING PARTY DATA	
Name:	Digestor, LLC
Street Address:	485 Southpoint Circle Building 200
City:	Brownsburg
State/Country:	INDIANA
Postal Code:	46112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12364012
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3176343456
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Correspondent Name:	Thomas Q. Henry
Address Line 1:	111 Monument Circle, Suite 3700
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	7549-145
NAME OF SUBMITTER:	Thomas Q. Henry
Total Attachments: 9 source=Patent Assignment 12-19-07 BIOSAFE TO DIGESTOR#page1.tif source=Patent Assignment 12-19-07 BIOSAFE TO DIGESTOR#page2.tif source=Patent Assignment 12-19-07 BIOSAFE TO DIGESTOR#page3.tif source=Patent Assignment 12-19-07 BIOSAFE TO DIGESTOR#page4.tif source=Patent Assignment 12-19-07 BIOSAFE TO DIGESTOR#page5.tif	

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PATENT ASSIGNMENT
BioSAFE to Digestor

BioSafe Engineering, LLC an Indiana limited liability company, hereafter referred to as the "Assignor," desires to transfer all of its worldwide patent rights in certain patents to Digestor, LLC, an Indiana limited liability company, hereinafter referred to as the "Assignee."

Assignor's patent rights include certain inventions disclosed, described, claimed, and/or intended to be in the patents and patent applications set forth in Schedule A attached hereto, hereinafter referred to as the "Inventions" and the "Patents."

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto Assignee all of its worldwide patent rights including;

- (i) all of the entire worldwide right, title and interest in, to and under the Inventions,
- (ii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Patents,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the portions, in whole or in part, of any and all applications based on or arising from the Inventions or the Application, including provisional, utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (iv) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under the portions, in whole or in part, of any and all patents based on or arising from the Inventions or the Application, including utility, design, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to:

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Inventions, the Application and the portions, in whole or part, of any and all applications or patents based on or arising from the Inventions or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, the above, including items (i) through (iv) and (a) through (c), hereinafter referred to as the "Property and Related Rights."

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no assignment, grant, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby further COVENANTS AND WARRANTS that the Assignor will, without further consideration or payments to the Assignor but at the Assignee's expense, perform the following as relating to the Inventions, the Application and the portions of any and all applications or patents based on

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BioSAFE to Digestor

or arising from the Inventions or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Inventions, the Application and the portions, in whole or in part, of any and all applications or patents based on or arising from the Inventions or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and privileges as related to the Property and Related Rights, whether inadvertent, willful, past, present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete agreement between the parties and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

If any provision of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining portions of this Assignment, which remaining portions shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of November 27, 2007.

BioSAFE to Digestor

WITNESS Assignor's hand this 19th day of December 2007, the undersigned hereby asserting that the undersigned possesses the authority and authorization to execute this Assignment.

Bradley Crain
Bradley Crain

President, BioSAFE Engineering, LLC

Witness 1: Justin Bilsland
Printed Name: Justin Bilsland

Witness 2 Henry K. Bilsland
Printed Name: HENRY K. BILSLAND

STATE OF _____)
) : SS
COUNTY OF _____)

Before me, a Notary Public, in and for the County and State, personally appeared an authorized representative of the above-named Assignor, BioSAFE Engineering, LLC, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

WITNESS my hand and Notarial Seal this _____ day of _____, 20_____.

Notary Public

Printed Name: _____

Resident of _____ County

My Commission Expires:

PATENT ASSIGNMENT

BioSAFE to Digestor

WITNESS Assignee's hand this 19th day of December 2007, the undersigned hereby asserting that the undersigned possesses the authority and authorization to execute this Assignment.

By: BioSAFE Engineering, LLC, Manager of Digestor LLC

By: Bradley D. Crain
Bradley D. Crain, President

Justin Bilsland
Witness 1
Printed Name: Justin Bilsland

Henry K. Bilsland
Witness 2
Printed Name: HENRY K. BILSLAND

STATE OF _____)
COUNTY OF _____) : SS

Before me, a Notary Public, in and for the County and State, personally appeared an authorized representative of the above-named Assignee, Digestor, LLC, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed

WITNESS my hand and Notarial Seal this _____ day of _____, 20_____.

Notary Public

Printed Name: _____

Resident of _____ County

My Commission Expires:

PATENT ASSIGNMENT**BioSAFE to Digester**Schedule A

COUNTRY	APPLICATION/ PAT. NO.	TITLE	FILING/ PAT. DATE
VIETNAM	1-2005-00587	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
UKRAINE	200502885	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
UKRAINE	UA72792C2	SYSTEM AND METHOD PROVIDED FOR SAFELY DISPOSABLE END PRODUCT FROM WASTE CONTAINING INFECTIOUS MATERIALS	1/24/2001
U.S.	60/036,665	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	04/22/1996
U.S.	10/201,121 US 7,183,453	METHOD FOR TREATING INFECTIOUS WASTE MATTER	7/23/2002 2/27/2007
U.S.	09/171,447 US 6,472,580	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	10/20/1998 10/29/2002
U.S.	09/882,806 US 6,437,211	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	6/14/2001 8/20/2002
U.S.	07/988,209 US 5,332,532	METHOD FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1992 7/26/1994
U.S.	11/276,028 US2007/0197852	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	2/10/2006
U.S.	11/457,297 US2007/0038013A1	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	7/13/2006
U.S.	11/457,342 US2006/247485A1	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	7/13/2006
U.S.	11/096,330 US2006/222574A1	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	4/2/2005

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U.S.	US2003/040651A1	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/2/2002
U.S.	11/457,342	METHOD FOR TREATING INFECTIOUS WASTE MATTER	7/13/2006
UNITED KINGDOM	0677205	METHOD FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
SWITZERLAND	CH0677205	METHOD FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
SOUTH AFRICA	ZA2005/03168A	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	7/26/2006
SOUTH AFRICA	ZA206114A	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	7/31/2002
SINGAPORE	200502008-6	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
SINGAPORE	200204496-4 90669	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER.	1/24/2001 12/30/2004
POLAND	PL356444A1	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001
PCT	PCT/US1997/006616 WO9739777A1	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	4/21/1997
PCT	PCT/US1993/011960 WO9414169A1	METHOD AND APPARATUS FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993 06/23/1994
PCT	PCT/US2004/036558 WO06049625A1	APPARATUS AND METHOD FOR STERILIZING WASTE EFFLUENT	11/2/2004
PCT	PCT/US2003/031184 WO04091820A2	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
PCT	PCT/US2002/018591 WO02102420A1	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	6/13/2002
PCT	PCT/US2001/002319 WO0152907A1	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001

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NORWAY	NO20023536A	SYSTEM OG FREMGANGSMÅTE FOR BEHANDLING AV SMITTEFARLIG AVFALLSMATERIALE	7/24/2002
NEW ZEALAND	NZ052057A	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER.	1/24/2001 5/10/2004
MEXICO	MX2005/004274A	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS.	10/1/2003 4/22/2005
MEXICO	MX2002/007203A	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER.	1/24/2001
KOREA	KR2005-7005643	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/01/2003
KOREA	KR7009526/2002	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	1/24/2001
KOREA	KR5053723A	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	3/31/2005
JAPAN	JP2004-570934	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
JAPAN	JP2006507940		10/1/2003
JAPAN	JP2003520121		2/24/2001
JAPAN	JP2001-552954	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2000
ISRAEL	IL167649	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
ISRAEL	IL150887A1	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001
ITALY	0677205	METHOD FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
IRELAND	0677205	METHOD FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
INDIA	760/IKOLNP/2005	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
INDIA	IN/PCT/2002/00961	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	7/24/2002 5/10/2007
HUNGARY	HU204438AB	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001
HONG KONG	10 24425	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	2/25/2000

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GERMANY	DEP69310935.1-08	METHOD FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
FRANCE	0677205	METHOD FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
EUROPE	3816212.9	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
EUROPE	97918758.0 EP936925A4	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	4/21/1997
EUROPE	EP0677205B1 94903544.23	METHOD AND APPARATUS FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
EUROPE	EP1578545A2	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
EUROPE	EP1263479A4	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001
EUROPE	1942567.7	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001
EURASIA	EA4596B1	SYSTEM AND METHOD FOR DIGESTING OR NEUTRALIZING UNDESIRABLE MATERIALS	1/24/2001
DENMARK	DK677205T3	FREMgangsMAADE OG APPARATUR TIL BORTSKAFFELSE AF RADIOAKTIVT MAERKEDE LIG AF DYR	12/9/1993
CHINA	2003/80102386 7	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
CHINA	CN1735442A	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
CHINA	1805609.1	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	8/26/2002
CHINA	CN1406141A	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001
CANADA	CA2500811AA	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
CANADA	CA2398127C	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001

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CANADA	CA2252456C	METHODS FOR TREATMENT AND DISPOSAL OF REGULATED MEDICAL WASTE	4/21/1997
CANADA	CA2151382C	METHOD AND APPARATUS FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
BRAZIL	BR PI0315019-4A	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
BRAZIL	BR PI0107836-4A	SISTEMA E MÉTODO PARA TRATAMENTO DE MATÉRIA DE REFUGO INFECCIOSA	1/24/2001
AUSTRIA	AT153472E	VERFAHREN UND VORRICHTUNG ZUR ENTSORGUNG VON RADIOAKTIV MARKIERTEN TIERKOERPERN	12/9/1993
AUSTRALIA	AU773903B2	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001
AUSTRALIA	AU5744994A1	METHOD AND APPARATUS FOR DISPOSING OF RADIOACTIVELY LABELED ANIMAL CARCASSES	12/9/1993
AUSTRALIA	AU2003304046	APPARATUS AND METHOD FOR CHEMICALLY REDUCING WASTE MATERIALS	10/1/2003
AUSTRALIA	AU129750A5	SYSTEM AND METHOD FOR TREATING INFECTIOUS WASTE MATTER	1/24/2001

PATENT**RECORDED: 02/24/2009****REEL: 022302 FRAME: 0024**