

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/03/2009
CONVEYING PARTY DATA	
Name	Execution Date
Peter Alan Logan	04/03/2009
RECEIVING PARTY DATA	
Name:	Bacter Basics USA, Inc.
Street Address:	4843 Howard Street
City:	Skokie
State/Country:	ILLINOIS
Postal Code:	76092
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6824683
CORRESPONDENCE DATA	
Fax Number:	(877)313-0031
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	817-313-0001
Email:	trentonstillwell@mac.com
Correspondent Name:	Trenton Stillwell
Address Line 1:	902 San Saba
Address Line 4:	Southlake, TEXAS 76092
NAME OF SUBMITTER:	Trenton John Stillwell
Total Attachments: 5 source=TSPALAgreement#page1.tif source=TSPALAgreement#page2.tif source=TSPALAgreement#page3.tif source=TSPALAgreement#page4.tif source=Fw_ Qualifying Transaction#page1.tif	

OP \$40.00 6824683

Bacter Basics USA Agreement

Trenton Stillwell (herein referred to as "Trenton") and Peter Logan (herein referred to as "Peter") for good, adequate and sufficient consideration, the receipt of which is hereby acknowledged hereby agree as follows:

1. Formation of Bacter Basics USA. In the event of a Qualifying Transaction:

- (a) Bacter Basics USA. Peter, Trenton and Curt Sahakian (herein referred to as "Curt"), will form a C corporation to be named Bacter Basics USA.
- (b) Technology Rights. Peter will provide Bacter Basics USA with the sole and exclusive U.S. rights to the Bacter Technology (subject to any prior issued licenses).
- (c) Equal Ownership and Revenue Sharing. Bacter Basics USA will be equally owned by Peter, Trenton, and Curt. Peter, Trenton and Curt shall share equally all of the Bacter Revenue, as defined herein. Such sharing will be unaffected by the relative contributions of the parties to the proposed venture or to the generation of the Bacter Revenue. This right to the sharing of Bacter Revenue will be personal and will be neither assignable nor transferable whether by contract, by law or otherwise. It shall exist independent of (a) any subsequent transfers by any of the parties of Bacter Basics USA's shares or any other form of equity in the Bacter Basics USA, or (b) differences in contributions to the Bacter Basics USA, whether in the form of work, further investment, or otherwise.

2. Standstill Obligation. During the term of this Agreement Peter will refrain from licensing the Bacter Technology to Xenerga without the express written consent of Trenton.

3. Immediate Action Items. In order to cause the early formation of Bacter Basics USA as provided above, Trenton will use his commercially reasonable efforts to take the actions indicated in the attached Schedule A titled "Immediate Action Items" within the indicated time frames. The attached Schedule A will be completed and initialed by the parties within 7 days of signing this Agreement.

4. Definitions.

- (a) Qualifying Transaction. For purposes of this Agreement, a "Qualifying Transaction" shall mean a transaction in which either (a) Target Prospect agrees to pay a minimum of \$300,000 per year for at least three years with an initial prepayment of \$300,000 in exchange for a non-exclusive license to use the Bacter Technology, or (b) Target Prospect enters into an agreement that Peter, Trenton and Curt agree in writing to be otherwise acceptable to all three of them as an equivalent of the said described transaction. Notwithstanding anything to the contrary, in all events, in order for any agreement or transaction to constitute a "Qualifying Transaction" it must be memorialized in the form of a final definitive agreement signed by all parties on or before the "Defined Closing Date". In the event that a "Qualifying Transaction" does not occur on or before the Defined Closing Date, this Agreement will automatically terminate.
- (b) Defined Closing Date. For purposes of this Agreement the "Defined Closing Date" shall mean September 5, 2010.
- (c) Bacter Revenue. For purposes of this Agreement, "Bacter Revenue" shall mean all forms of consideration arising from or relating to the sale, licensing or use of the Bacter Technology which consideration is directly or indirectly received by any of the parties to this agreement, whether received by a party directly or by an affiliate of such party. Without limitation, Bacter Revenue shall include the following regardless of what consideration or work was provided or done in exchange for the receipt of the following:
 - a. Any Compensation received directly or indirectly from or through Bacter Basics USA or an affiliate of Bacter Basics USA.
 - b. Any wages, salary, consulting fees, equity, dividends, income, or other compensation (including perks such as loans from Bacter Basics USA or personal services) received from or through Bacter Basics USA or the Bacter Technology.
 - c. Any reimbursement of expenses, directly or indirectly obtained from Bacter Basics USA.
 - d. Any consideration from the sale of any shares or other interest in Bacter Basics USA.
 - e. Any issuance of shares or other interests in Bacter Basics USA.



- (d) Bacter Technology. For purposes of this Agreement, the "Bacter Technology" means: US Patent 6,824,863 "Anaerobic Treatment of Wastes Containing Insoluble Components" and all inventions, know how and trade secrets related to the practice of the patent or to the treatment or processing of grease or similar wastes containing insoluble components.
- (e) Target Prospect. For purposes of this Agreement, the "Target Prospect" means any one, or combination of, City of Savannah, Southwaste Inc. or Xenerga, Inc. Additional parties can be added to the definition of "Target Prospect" by mutual written agreement of the parties.

5. Miscellaneous:

(a) Entire Agreement / Amendments. This Agreement including the attached Schedule A, constitutes the final, complete and exclusive Agreement between Trenton and Peter, with respect to all matters of any kind or any nature. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, between Trenton and Peter are hereby superseded by this Agreement. No parol or extrinsic evidence of any kind and no course of dealing or usage of trade or course of performance shall be used to vary, contradict, supplement or add to the terms of this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against whom or against which the enforcement of such writing is sought, and then only to the extent set forth in said writing. Any waiver of any provision of this Agreement must be in writing, and any waiver by any party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

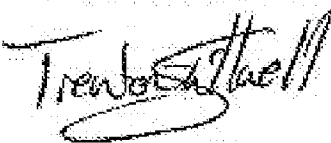
(b) Counterpart and Fax Signatures. This Agreement can be executed in one or more counterparts (each having less than all the signatures) each of which shall be considered an original. Faxed or scanned copies will be deemed originals.


(c) Headings / Singular / Interpretation. The headings and titles of this Agreement are for purposes of convenience and are not a part of this Agreement. Whenever the context permits, words used herein to represent the singular shall be interchangeable with words used to represent the plural and vice versa. In the event of any ambiguity in this Agreement, such ambiguity shall be resolved in a manner independent of which party may have drafted this agreement or the particular language giving rise to such ambiguity and without prejudice to the party who may have drafted this Agreement or the said language.

(d) Jurisdiction and Venue. The parties hereby irrevocably consent and submit to the sole and exclusive jurisdiction of the state and federal courts located in the State of Illinois in connection with any action or proceeding arising out of or relating to this Agreement (other than enforcement of a judicial order, judgment or decree), and also consent to service of process by means registered mail. This Agreement shall be governed by and construed and enforced in accordance with the laws of the above said state without regard to the choice of law provisions thereof.

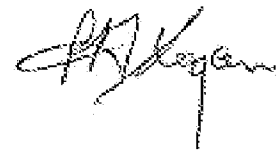
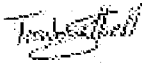
(e) Not a Partnership. Notwithstanding anything to the contrary, in no event shall anything contained in this Agreement constitute, or be construed to be or to create, a partnership, joint venture, fiduciary or agency relationship between or among the Parties or any two of them. No party to this agreement, singly or in concert with another party, shall have power to bind any of other party or to contract in the name of or create a liability against another party to this agreement in any matter whatsoever.

The effective date of this Agreement shall be September 17, 2008


 Trenton Stillwell


 Peter Logan

Conflict of Interests. The parties acknowledge that because Curt is an intended third party beneficiary to this Agreement that he can not, has not and is not representing their interests because each of the parties, himself included, has inherent conflicts of interest with the other parties. Therefore the parties agree that (a) Curt has not and is not representing either of the other parties as a lawyer or fiduciary, (b) Curt's role in this proposed venture is intended to be that of business development, and (c) any legal services that Curt may engage in with respect to the parties or Baxter Basics USA is done on his own behalf, representing his interests alone as opposed to representing the interests of other parties. The parties further acknowledge that each of them have conflicting interests and none of them is responsible for representing the interests of the others.



Schedule A
Baker Basics USA Agreement
Immediate Action Items

City of Savannah

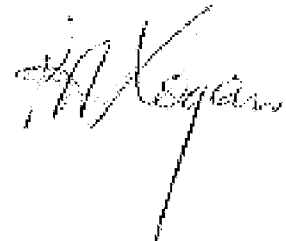
Proposed Action	target date
Proposed Action	target date
Proposed Action	target date

Southwest Inc.

Proposed Action	target date
Proposed Action	target date
Proposed Action	target date

Xenega, Inc.

Conference Telephone call between Peter, Curt, Trenton and Xenega Directors	17/9/2008
Proposed Action	target date
Proposed Action	target date
Proposed Action	target date



From: BBPeter <peter.logan@bacter-basics.com>
Date: January 3, 2009 10:32:02 PM EST
To: Trenton Stillwell <trentonstillwell@mac.com>
Cc: Curt Sahakian <curt.sahakian@corporatepartnering.com>
Subject: Fw: Qualifying Transaction

Hi Trenton,

Given your recent advice that you need to pursue the Savannah deal promptly at some personal expense, and given that BacterBasics USA Inc. is still in the process of incorporation, I have decided to follow Curt's suggestion of confirming in writing to you that the Qualifying Transaction referred to in the attached Agreement dated 17 September, 2008 has now been fulfilled by you, Trenton, and/or other prospects are believed to be imminent. Therefore Peter, Curt and Trenton hereby agree to become partners in a corporation on the terms in the same agreement or as otherwise agreed, regardless of any prevailing prospective project. I have requested Curt to form such corporation on behalf of the parties and understand him to be currently in the process of doing so.

It is further understood that you, Trenton, are going to pursue various prospects and will incur some costs between now and the time a corporation is formed. The purpose of this agreement is to provide in binding nature, assurances that the three way partnership will be completed so that you, Trenton can move the various prospects forward in the mean time.

Regards,
Peter Logan

A handwritten signature in black ink, appearing to read "Peter Logan", with a period at the end. The signature is written in a cursive, somewhat stylized font.