PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|---------------------------|----------------|
| Minergy Vitrification LLC | 09/15/2009 |

RECEIVING PARTY DATA

| Name: | Minergy Corporation Limited |
|-----------------|-----------------------------|
| Street Address: | Sarnia House, Le Truchot |
| City: | St. Peter Port |
| State/Country: | GUERNSEY |
| Postal Code: | GY1 4NA |

PROPERTY NUMBERS Total: 7

| Property Type | Number |
|----------------|---------|
| Patent Number: | 6029588 |
| Patent Number: | 6216611 |
| Patent Number: | 6401633 |
| Patent Number: | 5549059 |
| Patent Number: | 5342442 |
| Patent Number: | RE34775 |
| Patent Number: | 5057009 |

CORRESPONDENCE DATA

Fax Number: (215)656-2498

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (215)656-2458

Email: pto.phil@dlapiper.com

Correspondent Name: IP Group of DLA Piper LLP (US)
Address Line 1: 1650 Market Street, Suite 4900

Address Line 2: One Liberty Place

Address Line 4: Philadelphia, PENNSYLVANIA 19103

PATENT

REEL: 023254 FRAME: 0001

\$280.00 60295

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NAME OF SUBMITTER: William L. Bartow Total Attachments: 7 source=Assignment - Minergy Vitrification LLC to Minergy Corporation Limited#page1.tif source=Assignment - Minergy Vitrification LLC to Minergy Corporation Limited#page2.tif source=Assignment - Minergy Vitrification LLC to Minergy Corporation Limited#page3.tif source=Assignment - Minergy Vitrification LLC to Minergy Corporation Limited#page4.tif source=Assignment - Minergy Vitrification LLC to Minergy Corporation Limited#page5.tif source=Assignment - Minergy Vitrification LLC to Minergy Corporation Limited#page6.tif source=Assignment - Minergy Vitrification LLC to Minergy Corporation Limited#page7.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Assignment") is made and entered into as of September (\$\infty, 2009, by Minergy Vitrification LLC, a Wisconsin limited liability company having a place of business located at 231 W. Michigan Street, Milwaukee, Wisconsin 53203 (the "Assignor").

WHEREAS, the Assignor is a party to that certain Asset Purchase and Sale Agreement (the "Asset Purchase Agreement"), dated as of the date hereof, by and among Assignor and Park Acquisitions Limited, a Guernsey limited liability company, and Park Acquisitions Limited has changed its name to Minergy Corporation Limited, a Guernsey limited liability company, both having a place of business located at Suites 13 & 15, Samia House, Le Truchot, St. Peter Port, JUA Guernsey, GYI 4NA (collectively, Park Acquisitions Limited, now named Minergy Corporation Limited, shall be referred to as "Assignee");

WHEREAS, this Assignment is contemplated pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits and privileges in and to patents that constitutes a portion of the Assets (as defined in the Asset Purchase Agreement), which are more particularly described in Exhibit A annexed hereto (the "Patents");

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademarks and goodwill of the business connected with the use of the trademarks that constitutes a portion of the Assets (as defined in the Asset Purchase Agreement), which is more particularly described in Exhibit A annexed hereto (the "Trademarks");

WHEREAS, pursuant to the Asset Purchase Agreement, executed on August 11, 2009, Assignor wishes to assign to Assignee Assignor's entire right, title, interest, benefits, privileges and goodwill in and to the Patents and Trademarks as defined in Exhibit A hereto;

WHEREAS, Assignee is desirous of acquiring Assignor's entire right, title, interest, benefits and privileges and goodwill in and to the Patents and Trademarks as defined in Exhibit A hereto:

- NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and in consideration of the sum of One Dollar (\$1.00) or the conjugatent thereof, and other good and valuable consideration as detailed in the Asset Purchase Agreement, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:
- Patent Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, (a) its successors, assigns and legal representatives, its entire right, title, interest, benefits and privileges in and throughout the United States of America (including its territories and dependencies) and all countries and jurisdictions foreign thereto in and to said Patents, including,

but not limited to, improvements, letters patents and applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said Patents or in whole or in part on said improvements to Patents, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid Patents or in whole or in part on said improvements to Patents, and in and to any and all letters patents, including extensions thereof, of any country, that have been or may be granted on any of the aforesaid applications or on said improvements or any parts thereof.

- (b) Trademark. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title, interest, benefits, privileges and goodwill associated with and symbolized by the Trademarks and goodwill of the business associated with the Trademarks, including, but not limited to, United States and foreign federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to sue for past infringement, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress.
- 1. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern, except that this Assignment shall supersede any other Assignment executed between the Assignor and Assignee.

2. Miscellaneous.

- (a) <u>Binding Effect; Third Party Beneficiaries</u>. This Assignment shall be binding upon and shall inure to the benefit of the Assignee and its successors and, if applicable, permitted assigns. Assignor intends that this Assignment shall not benefit or create any right or cause of action in any Person other than the Assignor or Assignee.
- (b) <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.
- (c) <u>Amendments</u>. This Assignment may be amended, modified or waived only by a written agreement signed by the Assignor and the Assignee. With regard to any power, remedy or right provided in this Assignment or otherwise available to the Assignor or Assignee, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by



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any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

IN WITNESS WHEREOF, the party hereto has caused this Assignment of Intellectual Property Rights to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

MINERGY VITRIFICATION LLC

Name: Walter J. Kunicki Title: President & CEO

ASSIGNEE:

MINERGY CORPORATION LIMITED

Walter & Kinish

By: JAVA HEARSE

Title: FOR PROBLES DIRECTORS ONE ETD

DIRECTOR

ASSETS

PATENTS - ACTIVE AND PENDING

| Clos | ed Cycle Waste Combustion Patents |
|------|--|
| 1 | Closed Cycle Waste Combustion Patent - Australia # 733598 |
| 2 | Closed Cycle Waste Combustion Patent - Austria #1107833 (EPC patent) |
| 3 | Closed Cycle Waste Combustion Patent - Canada # 2327104 |
| 4 | Closed Cycle Waste Combustion Patent - China # ZL99805854.8 |
| 5 | Closed Cycle Waste Combustion Patent - European # 1107833 |
| 6 | Closed Cycle Waste Combustion Patent - France # 1107833 (EPC patent) |
| 7 | Closed Cycle Waste Combustion Patent - Germany # 699 12 809,9-08 |
| 8 | Closed Cycle Waste Combustion Patent - India (patent is pending) # |
| | IN/PCT/2000/00232/DEL |
| 9 | Closed Cycle Waste Combustion Patent - Ireland # 1107833 (EPC patent) |
| 10 | Closed Cycle Waste Combustion Patent - Italy # 1107833 (EPC patent) |
| 11 | Closed Cycle Waste Combustion Patent - Portugal # 1107833 (EPC patent) |
| 12 | Closed Cycle Waste Combustion Patent - Russia # 2212583 |
| 13 | Closed Cycle Waste Combustion Patent - Spain # 1107833 (EPC patent) |
| 14 | Closed Cycle Waste Combustion Patent - Taiwan # 131144 |
| | Closed Cycle Waste Combustion Patent - United Kingdom # 1107833 (EPC patent) |
| 16 | Closed Cycle Waste Combustion Patent - United States # 6029588 |
| 17 | Closed Cycle Waste Combustion Patent - United States # 6216611 |

| Clos | Closed Cycle Waste Combustion Patent Enhancements | | |
|------|---|--|--|
| 1 | CCWC Enhancements Patent - Australia # 2002252628 | | |
| 2 | CCWC Enhancements Patent - Canada (patent is pending) # CA2443738 | | |
| 3 | CCWC Enhancements Patent - China # ZL02808294.X | | |
| 4 | CCWC Enhancements Patent - European (patent is pending) | | |
| 5 | CCWC Enhancements Patent - European application 2721712.4 | | |
| 6 | CCWC Enhancements Patent - European - PCT application 02/11400 | | |
| 7 | CCWC Enhancements Patent - Russia # 2291998 | | |
| 8 | CCWC Enhancements Patent - United States # 6401633 | | |

| Converting Paper Mill Sludge Patents | | |
|--------------------------------------|--|--|
| 1 | Converting Paper Mill Sludge Patent - Australia # 688957 | |
| 2 | Converting Paper Mill Sludge Patent - Austria # E198789 (EPC patent) | |
| 3 | Converting Paper Mill Sludge Patent - Belgium # 777838 (EPC patent) | |
| 4 | Converting Paper Mill Sludge Patent - Brazil # PI9508632-3 | |
| 5 | Converting Paper Mill Sludge Patent - Canada # 2197229 | |
| 6 | Converting Paper Mill Sludge Patent - China # ZL95194760.5 | |
| 7 | Converting Paper Mill Sludge Patent - Czech Republic # 293242 | |



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ASSETS

| 8 | Converting Paper Mill Sludge Patent - European # 777838 |
|-----|--|
| 9 | Converting Paper Mill Sludge Patents – Finland # 777838 (EPC patent) |
| 10 | Converting Paper Mill Sludge Patent - France # 777838 (EPC patent) |
| 1.1 | Converting Paper Mill Sludge Patent - Germany # 69519931.5 |
| 12 | Converting Paper Mill Studge Patent - Greece # 777838 (EPC patent) |
| 1.3 | Converting Paper Mill Sludge Patent - India # 184631 |
| 14 | Converting Paper Mill Sludge Patent - Ireland # 777838 (EPC patent) |
| 15 | Converting Paper Mill Sludge Patent - Italy # 777838 (EPC patent) |
| 16 | Converting Paper Mill Sludge Patent - Japan # 3349705 |
| 17 | Converting Paper Mill Sludge Patent - Korea # 313624 |
| 1.8 | Converting Paper Mill Sludge Patent - Mexico # 196796 |
| 19 | Converting Paper Mill Sludge Patent - Poland # 181000 |
| 20 | Converting Paper Mill Sludge Patent - Portugal # 777838 (EPC patent) |
| 21 | Converting Paper Mill Sludge Patent - Russia # 2142098 |
| 22 | Converting Paper Mill Sludge Patent - Singapore # P37869 |
| 23 | Converting Paper Mill Sludge Patent - Spain # 777838 (EPC patent) |
| 24 | Converting Paper Mill Sludge Patent - Sweden # 777838 (EPC patent) |
| 25 | Converting Paper Mill Sludge Patent - Switzerland # 777838 (EPC patent) |
| 26 | Converting Paper Mill Sludge Patent - United Kingdom # 777838 (EPC patent) |
| 27 | Converting Paper Mill Sludge Patent - United States # 5549059 |

| Ligh | Lightweight Aggregate Patents (Active) | | |
|------|---|--|--|
| 1 | Lightweight Aggregate Patent - Canada # 2099985 | | |
| 2 | Lightweight Aggregate Patent - European # 566689 | | |
| 3 | Lightweight Aggregate Patent - Netherlands # 566689 (EPC patent) | | |
| 4 | Lightweight Aggregate Patent - United Kingdom # 566689 (EPC patent) | | |
| 5 | Lightweight Aggregate Patent - United States # 5342442 | | |
| 6 | Lightweight Aggregate Patent - United States # Re 34775 | | |



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ASSETS

$\underline{\textbf{PATENTS}} - \underline{\textbf{ABANDONED}}$

| | CCWC | |
|---|--|--|
| 1 | Closed Cycle Waste Combustion Patent - Japan application # 2000-542124 | |

| | <u>CPMS</u> |
|---|---|
| 1 | Converting Paper Mill Sludge Patent - Denmark # 777838 (EPC Patent) |
| 2 | Converting Paper Mill Sludge Patent - Estonia # 03405 |
| 3 | Converting Paper Mill Sludge Patent - Hungary application # P9701251 |
| 4 | Converting Paper Mill Sludge Patent - Indonesia # ID0002222 |
| 5 | Converting Paper Mill Sludge Patent - Luxembourg # 777838 (EPC Patent) |
| 6 | Converting Paper Mill Sludge Patent - Malaysia # MY113191-A |
| 7 | Converting Paper Mill Sludge Patent - Netherlands # 777838 (EPC Patent) |
| 8 | Converting Paper Mill Sludge Patent - South Africa # 95/7141 |
| 9 | Converting Paper Mill Sludge Patent - Taiwan application # 84108867 |

| | LWA |
|----|--|
| 11 | Lightweight Aggregate Patent - Australia # 655967 |
| 2 | Lightweight Aggregate Patent - Austria # 566689 (EPC patent) |
| | Lightweight Aggregate Patent - Belgium # 566689 (EPC patent) |
| | Lightweight Aggregate Patent - Denmark # 566689 (EPC patent) |
| | Lightweight Aggregate Patent - Finland # 111159 |
| 6 | Lightweight Aggregate Patent - France # 566689 (EPC patent) |
| 7 | Lightweight Aggregate Patent - Germany # 69225696.2 |
| 8 | Lightweight Aggregate Patent - Greece # 566689 (EPC patent) |
| 9 | Lightweight Aggregate Patent - Italy # 566689 (EPC patent) |
| 10 | Lightweight Aggregate Patent - Japan # 2648803 |
| 11 | Lightweight Aggregate Patent - Korea # 212093 |
| 12 | Lightweight Aggregate Patent - Norway # 314181 |
| 13 | Lightweight Aggregate Patent - Russia # 2109705 |
| 14 | Lightweight Aggregate Patent - Spain # 566689 (EPC patent) |
| 15 | Lightweight Aggregate Patent - Sweden # 566689 (EPC patent) |
| 16 | Lightweight Aggregate Patent - Switzerland # 566689 (EPC patent) |
| 17 | Lightweight Aggregate Patent - Ukraine # 29403 |
| 18 | Lightweight Aggregate Patent - US # 5057009 (surrendered as part of subsequent |
| | reissuance) |

| | Contaminated River Sediment Applications |
|---|--|
| 1 | Provisional patent application for Processing Contaminated River Sediment in a |
| | Glass Melting Furnace filed in the US application # US00/28027 |



ASSETS

TRADEMARKS AND TRADENAMES – ACTIVE AND PENDING

| 1 | United States Trademark # 2086188 for "Minergy" dated 8/5/97 |
|---|--|
| 2 | State of Wisconsin Trademark for "Minergy" dated 2/8/95 and 2/2/05 |
| 3 | United States Trademark # 2720132 for "GlassPack" dated 5/27/03 |
| 4 | US Service Mark application # 77/369791 for "Minergy" by Minergy LLC dated 1/11/08 |
| 5 | United Kingdom Trademark for "Minstar" |
| 6 | United Kingdom Trademark for "Metaplus" |
| 7 | South Korca Trademark for "Durolite" |

TRADEMARKS – ABANDONED

| 1 | United States Trademark for "Minstar" |
|---|--|
| 2 | United States Trademark for "Metaplus" |
| 3 | United States Trademark for "Durolite" |

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RECORDED: 09/18/2009

PATENT

REEL: 023254 FRAME: 0009