

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John L. Donovan	08/07/2002
RECEIVING PARTY DATA	
Name:	DeMil International, Inc.
Street Address:	9191 South Jamaica Street
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09191045
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-629-3435
Email:	brown.valerie@dorsey.com
Correspondent Name:	Valerie H. Brown
Address Line 1:	370 17th Street
Address Line 2:	Suite 4700
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	189428/US/4
NAME OF SUBMITTER:	Valerie H. Brown
Total Attachments: 2	
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment Agreement") is entered into as of August 7, 2002 by and between John L. Donovan, an individual with a mailing address of Rural Route 1, P.O. Box 486 Danvers, Illinois ("Donovan") and DeMil International, Inc., a Nevada corporation ("DeMil").

WHEREAS, Donovan has entered into a certain Exclusive License Agreement with Right of Sub-License and Assignment to be effective as of August 5, 2002 (the "License Agreement") with Meridian Rail Information Systems Corp. ("Meridian"), pursuant to which Donovan has acquired an exclusive license to certain patents of Meridian, along with other rights as set forth therein;

WHEREAS, pursuant to the terms of that certain Agreement and Plan of Merger and Shareholder Property Transfer Agreement, dated July 5, 2002 (the "Merger Agreement"), by and among CH2M Hill Constructors, Inc. and certain shareholders of DeMil, including Donovan, Donovan has agreed to assign to DeMil all of Donovan's right, title, and interest in and to certain assets, including the License Agreement and the rights granted thereunder;

WHEREAS, DeMil and Donovan have agreed that Donovan will execute and deliver to DeMil this Assignment Agreement to more fully evidence the assignment of the License Agreement to DeMil.

NOW THEREFORE, for part of the consideration exchanged in the Merger Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Donovan hereby transfers, conveys, assigns, and sets over unto DeMil, its successors and assigns, Donovan's entire right, title and interest in and to the License Agreement, including, without limitation all rights, duties, obligations and liabilities in connection therewith, excluding the rights and duties set forth in Sections 4.1 and 4.7 of the License Agreement, which are personal to Donovan.

2. DeMil agrees to assume and undertake all existing and future rights, duties and obligations of Donovan arising under the License Agreement, excluding the rights and duties set forth in Sections 4.1 and 4.7 of the License Agreement, which are personal to Donovan.

3. From time to time, Donovan agrees, at DeMil's (or its successor's) request and without further consideration, to execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and to perform any other reasonable acts DeMil (or its successor) may reasonably request in order to defend, enforce, maintain, prosecute, sell, transfer, convey and assign all of Donovan's right, title, and interest in and to the License Agreement, any and all rights and duties arising thereunder and any patents licensed thereunder.

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

Executed by the parties as of the date set forth above.

John Donoyan:

Signed: John J. Donoyan

INTERNATIONAL
DeMil Constructors, Inc.

Signed: [Signature]

Print Name: MICHAEL FRAKES

Title: SECRETARY

State of Illinois)
County of McLean) ss.

Before me, a Notary Public within and for said County, personally appeared John L. Donoyan and Michael Frakes the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on this 7th day of August, 2002.

Notary Public

[Signature]

