

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bakst, Michael R., Chapter 7 Trustee for Unified Environmental Services Group, LLC	08/23/2005
RECEIVING PARTY DATA	
Name:	Environmental Technologies Capital Partners, LLC
Street Address:	7117 Pelican Bay Blvd., #206
City:	Naples
State/Country:	FLORIDA
Postal Code:	34108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7789931
CORRESPONDENCE DATA	
Fax Number:	(215)988-2757
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Daniel P. Reilly
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Address Line 2:	Drinker Biddle & Reath LLP
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6996
ATTORNEY DOCKET NUMBER:	48204-0003-02-US
NAME OF SUBMITTER:	Daniel P. Reilly
Total Attachments: 4 source=Bankruptcy-Assignment#page1.tif source=Bankruptcy-Assignment#page2.tif source=Bankruptcy-Assignment#page3.tif source=Bankruptcy-Assignment#page4.tif	

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PATENT
 REEL: 025907 FRAME: 0256

ASSIGNMENT

WHEREAS, Michael R. Bakst (the "Assignor") in his capacity as Chapter 7 trustee for Unified Environmental Services Group, LLC, a corporation organized under the laws of the State of New Jersey, with an address at 510 Thornton Street, Suite 370, Edison, New Jersey 08837 (the Debtor"), and the debtor in bankruptcy case number 05-30391-BKC-SHF pending in the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court"), is the owner by assignment of all right, title and interest in and to the invention entitled:

PRODUCTION AND USE OF BIOREMEDIATION GRANULES

as described in U.S. Patent Application No. 10/051,387, which was filed on January 22, 2002 and issued as U.S. Patent No. 6,841,515 on January 11, 2005; U.S. Provisional Application No. 60/262,631 filed January 22, 2001, U.S. Provisional Application No. 60/272,469 filed March 2, 2001, International Patent Application No. PCT/US02/01511, filed January 22, 2002 and assigned as Publication No. WO 02/057862; and National Stage Application including Chinese Patent Application No. 02807019.4, European Patent Application No. 0270904.3, and Indian Patent Application No. 01135/DELNP/2003 (all including the invention collectively referred to as the "invention");

AND, WHEREAS, Assignor seeks to sell, transfer and assign all of his right, title and interest in the invention to Environmental Technologies Capital Partners, LLC (the "Assignee"), a corporation organized under the laws of the State of Florida, having an address at 7117 Pelican Bay Blvd., # 206, Naples, Florida 34108;

AND, WHEREAS, Assignor has sought and obtained permission from the Bankruptcy Court to sell, transfer and assign the inventions to Assignee, following a duly noticed hearing on the Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f), and Federal Rules of Bankruptcy Procedure 6004 and 9019 in case numbers 05-30388-BKC-SHF, 05-30389-BKC-SHF, 05-30391-BKC-SHF, 05-30396-BKC-SHF that are pending in the Bankruptcy Court;

AND, WHEREAS, this assignment is being made pursuant to the following final, non-appealable and non-reviewable orders entered by the Bankruptcy Court following the above-referenced hearing, copies of which orders are annexed hereto as Exhibit "A" and are titled as follows: (i) the Order Granting Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f), and Federal Rules of Bankruptcy Procedure 6004 and 9019 entered by the Bankruptcy Court in case numbers 05-30388-BKC-SHF, 05-30389-BKC-SHF, 05-30391-BKC-SHF, 05-30396-BKC-SHF; and (ii) the Order Granting Trustee's Omnibus Motion to Approve Stipulation to Compromise Controversy and to Approve Sale of Property Free and Clear of Liens, Claims, Encumbrances and Interests Pursuant to 11 U.S.C. § 363(b) and (f) and Federal Rules of Bankruptcy Procedure 6004 and 9019 and Dismissing Adversary Proceeding, entered by the Bankruptcy Court in adversary proceeding number 05-3079-BKC-SHF-A (collectively, the "Orders");

AND, WHEREAS, ETCP is desirous of acquiring all of the Debtor's rights to the Invention including, among other things, all patents and patent applications describing said Invention;

NOW, THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said Invention including, but not limited to: (i) said United States patent applications; (ii) any other United States patent applications of any type including, among others, provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States patent applications or based in whole or in part, on said Invention; (iii) any foreign patent applications filed anywhere in the world, including international and regional applications, based in whole or in part on any of the aforesaid United States patent applications that are based in whole or in part on said Invention; (iv) all letters of patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said Invention or any parts thereof; and (v) all other rights of any sort related to the patents and the technology described therein.

AND, Assignor hereby represents that it is the owner of the Invention, and that Assignor has not previously sold, transferred or assigned the Invention or any rights pertaining thereto to any other person, party or entity;

AND, Assignor hereby represents that it is not knowledgeable as to or aware directly or indirectly of any claims or defenses that have been, or can or may be, asserted against the Invention for any cause or reasons whatsoever other than those claims that have been asserted by Assignee and Robert A. Layman, which are being settled and resolved pursuant to the Orders and this Assignment;

AND, Assignor hereby represents and authorizes that this sale, transfer and assignment includes all legal rights to enforcement of all rights pertaining to the Invention including, among others, the right to file suit against any and all prior infringers of the Invention in which the earlier infringement may have occurred prior to the execution of this Assignment, including, but not limited to, any prior infringers that are continuing to infringe any of the rights being assigned hereunder, and that Assignee may keep the entirety of any and all damages, awards or recoveries that it may collect for prior infringement relating to the Invention without any obligation whatsoever to Assignor or to Assignor's heirs, executors or administrators;

AND, Assignor hereby authorizes and request his agents, Powell Goldstein LLP, whose address is 901 New York Ave., N.W., Suite 300, Washington, D.C. 20001, to insert herein any identification necessary or desirable for recordation of this document, including the filing date and patent and/or application numbers when known;

AND, Assignor hereby agrees for himself and his heirs, executors, successors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to Assignee its interest and title in and to said invention or any parts thereof, and in and to the several patents described herein or conveyed hereby;

AND, Assignor hereby covenants for himself and his legal representatives, and agrees with Assignee, its successors and assigns, that neither Assignor nor, to Assignor's knowledge, Unified Environmental Services Group, LLC, has granted any prior right or license to make, use, sell or offer to sell said invention, to anyone except Assignee, and that prior to the execution of this deed, Assignor's right, title and interest in said invention has not been otherwise encumbered, and that Assignor has not and will not execute any instrument in conflict herewith;

AND, Assignor does hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent which may be granted upon the transfer or awarding of any United States applications relating to the invention;

AND, Assignor and Assignee agree that this transfer, sale and assignment shall inure to and for the benefit of, and shall be binding upon, all subsequent Chapter 7 or 11 trustees appointed in the Debtor's bankruptcy case or proceeding, and each of the party's agents, professionals, representatives, officers, directors, executors, heirs, family members, successors, shareholders and the like;

AND, Assignor and Assignee agree that to the extent of any inconsistency between the terms of this Assignment and the Orders, the terms of the Orders shall control;

AND, Assignor and Assignee agree that this document may be signed in counterparts.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals.

FOR ASSIGNOR: MICHAEL R. BAKST, CHAPTER 7 TRUSTEE
FOR UNIFIED ENVIRONMENTAL SERVICES GROUP, LLC

By: 

Name: Michael R. Bakst, Chapter 7 Trustee for Unified Environmental Services Group, LLC

County of Palm Beach

State of Florida

ss:

On this 23rd day of August 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Michael R. Bakst, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Debbie Lo Cascio
Notary Public

(SEAL)

My Commission Expires 08/23/09
Notary Public for the State of Florida

FOR ASSIGNEE: ENVIRONMENTAL TECHNOLOGIES CAPITAL PARTNERS, LLC

By: Randolph E. Snow
Name: Randolph E. Snow
Title: Manager



County of COOK

ss:

State of ~~Florida~~

ILLINOIS

On this 24 day of August 2005, before me a Notary Public in and for the County and State aforesaid, personally appeared Randolph E. Snow, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Ann Furdy
Notary Public

(SEAL)

My Commission Expires 5/25/09