

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Steven J. Terrell	04/04/2012
RECEIVING PARTY DATA	
Name:	TerraTech Manufacturing, Inc.
Street Address:	6935 Brittmoore Rd.
City:	Houston
State/Country:	TEXAS
Postal Code:	77041
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13441453
CORRESPONDENCE DATA	
Fax Number:	(832)446-2424
Phone:	832-446-2400
Email:	WCPatent@counselip.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	WONG, CABELLO, LUTSCH, RUTHERFORD & BRUC
Address Line 1:	20333 SH 249 6th Floor
Address Line 4:	HOUSTON, TEXAS 77070
ATTORNEY DOCKET NUMBER:	1092-0007US1
NAME OF SUBMITTER:	Terril Lewis
Total Attachments: 2 source=0007US1_Assignment#page1.tif source=0007US1_Assignment#page2.tif	

CH \$40.00 13441453

ASSIGNMENT

This Assignment is **conditional** pursuant to the Purchase Agreement dated November 15, 2010 by and between TerraTech, Inc., Steven J. Terrell & Associates, Inc. and TerraTech Manufacturing, Inc. (hereinafter "Purchase Agreement"). This Assignment is further **conditional** pursuant to the Employment Agreement dated November, 15 2010 by and between Steven J. Terrell and TerraTech Manufacturing, Inc. (hereinafter "Employment Agreement").

For good and valuable consideration, as set forth in the above mentioned Purchase Agreement and Employment Agreement, Steven J. Terrell (referred to as "INVENTOR") does hereby **conditionally** assign to TerraTech Manufacturing, Inc. (TTMI), having a place of business at 6935 Brittmoore Rd., Houston, TX 77041 ("ASSIGNEE"), the following:

The entire worldwide right, title, and interest in all inventions and improvements that are disclosed and claimed in the application for United States Letters Patent entitled: **APPARATUS FOR GENERAL TREE TRIMMING OR PRECISION TREE TRIMMING HAVING AN AERIAL TANK** ("APPLICATION"), which is to be filed herewith, and which claims priority to U.S. Provisional Application No. 61/482,807 filed 05 May 2011.

The entire worldwide right, title, and interest in and to (a) the APPLICATION, including any right of priority; (b) any divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; and (c) patents which may be granted on the applications set forth in (a) and (b) above (collectively, Applications and Patents).

INVENTOR agrees to do the following, when requested, in order to carry out the intent of this conditional Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles, and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the APPLICATION; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the APPLICATION and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has made or will make hereafter no assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conditionally conveyed.

Should ASSIGNEE fail to perform its obligations as set forth in either the Purchase Agreement or the Employment Agreement, or should ASSIGNEE fail to strictly adhere to the issuance and terms of the stock/equity ownership interest provision as provided for in the Employment Agreement, or should ASSIGNEE terminate the employment agreement prior to the full payment of the Purchase Agreement and/or prior to the fifth complete year of the Employment Agreement, all rights in the above referenced Applications and Patents shall revert back to Inventor or a designee of Inventor's choosing. In the event of such contingency,

Inventor shall serve notice on Assignee as set forth in the Purchase Agreement, and ASSIGNEE agrees to sign and file a subsequent Assignment document with the USPTO to inform any interested party that this conditional Assignment has been revoked.

Should ASSIGNEE be subject to insolvency or pending bankruptcy, the parties agree that all rights in the Applications and Patents shall revert to Inventor. In the event of such contingency, Inventor shall serve notice on Assignee as set forth in the Purchase Agreement, and ASSIGNEE agrees to sign and file a subsequent Assignment document with the USPTO to inform any interested party that this conditional Assignment has been revoked.

By representative signature below, Assignee agrees that the rights in the above referenced Applications and Patents as assigned herein cannot be sold, assigned, licensed, transferred or encumbered in any manner prior to completion of all Purchase Agreement purchase payments, without the express written consent of Steven J. Terrell.


THIS ASSIGNMENT IS CONDITIONAL AND SUBJECT TO THE STRICT CONTRACTUAL PERFORMANCE OF THE ASSIGNEE AS SET FORTH IN THE PURCHASE AGREEMENT AND EMPLOYMENT AGREEMENT. ASSIGNEE ACKNOWLEDGES THE CONDITIONAL NATURE OF THIS ASSIGNMENT BY REPRESENTATIVE SIGNATURE BELOW.

Executed this 4TH day of April, 2012.



STEVEN J. TERRELL

Acknowledged this 4TH day of April, 2012.


ROGER M. BARNES PRESIDENT TTMI