502170074 12/19/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Versa Terra International, A Nevada Corporation	12/03/2012

RECEIVING PARTY DATA

Name:	Harry H. Chappell-Trust	
Street Address:	1580 Vicenza Drive	
City:	Sparks	
State/Country:	NEVADA	
Postal Code:	89434	

Name:	Darius Chung-Trust	
Street Address:	2613 Springridge Drive	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89134	

Name:	Robert R. Swinney-Trust	
Street Address:	1892 E. Peach Tree Drive	
City:	Chandler	
State/Country:	ARIZONA	
Postal Code:	85249	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7087105

CORRESPONDENCE DATA

Fax Number: 4808838733

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

PATENT

REEL: 029504 FRAME: 0504

OF \$40.00 /08/105

Phone: 4802920777

Email: versaterra@cox.net

Correspondent Name: Joseph F. Bellesorte

Address Line 1: 1580 Vicenza Drive

Address Line 4: Sparks, NEVADA 89434

 NAME OF SUBMITTER:
 Joseph F. Bellesorte, President of VTI

 This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 2

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PATENT REEL: 029504 FRAME: 0505

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PATENT ASSIGNMENT

Water Enhancement Fire Retardant (Original) #7,087,105

This Patent Assignment (the "Agreement"), made effective the 3rd of December 2012.

BETWEEN:

Versa Terra International (the "Assignor"), a corporation organized and existing under the laws of the State of Nevada, with its office located at 1580 Vicenza Drive,

Sparks, Nevada 89434;

AND:

Harry H. & Carol Lee Chappell Trust; Darius & Ruby Chung Trust; and the Robert Swinney Trust (the "Assignee(s)"), inventors of said, Patent, located at (see addresses below).

WHEREAS, Assignor, has a useful invention (the "Invention") and Assignor holds the patent related thereto, of which is described in the United States Patent and Trade Office (USPTO) patent, Water Enhancement Fire Retardant-Original, #7,087,105; Application 11/153,449; filed June 16, 2006 and awarded as of August 8, 2006, (the "Patent"); and

WHEREAS. Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent;

1. ASSIGNMENT:

Assignor does hereby irrevocably assign, the "Assignee" title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention.

2. CONSIDERATION:

In consideration for the assignment set forth in Section 1, Assignor shall not pay or be held to pay the Assignee any sum of money for the Patent.

3. REPRESENTATIONS AND WARRANTIES:

Assignor represents and warrants to Assignee:

- a. Assignor has the right, power, and authority to enter into this Agreement;
- b. Assignor is exclusive owner of all right, title, and interest, including all intellectual property rights, in the Invention and the Patent;
- c. The invention and Patent are free of all liens, security interests, encumbrances or licenses;
- d. The invention and Patent do not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
- f. This Agreement is valid, binding and enforceable in accordance with it terms;
- g. Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this agreement.
- h. The Assignee can register and dispose of the copyright in the Work in the Assignee's own name.

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4. ATTORNEY'S FEES:

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. ENTIRE AGREEMENT:

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. AMENDENT:

This agreement may be amended only by a writing signed by both parties.

7. SEVERABILITY:

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. AGREEMENT TO PERFORM NECESSARY ACTS:

Assignee agrees to perform any further acts, execute, and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. GOVERNING LAW:

This Agreement shall be construed in accordance with, and the laws of the State of Nevada shall govern all actions arising hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ASSIGNOR

Joseph F. Bellesorte, President

Versa Terra International

ASSIGNEE

Harry Harvey Chappell

1580 Vicenza Drive

Sparks, Nevada 89434

Darius Chung

2613 Spring Ridge Drive Las Vegas, Nevada 89134

DL. Bellescute December 3, 2012

Robert Swinney Trust

Executor: Marilyn L. Bellesorte 1892 E. Peach Tree Drive Chandler, Arizona 89549

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RECORDED: 12/19/2012