

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jay Howard HECK Sr.	07/09/1996
RECEIVING PARTY DATA	
Name:	Blast Design International, Inc.
Street Address:	1713 Canyon Edge
City:	Canyon Lake
State/Country:	TEXAS
Postal Code:	78133
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13753687
CORRESPONDENCE DATA	
Fax Number:	5126103456
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5126103410
Email:	msafer@conleyrose.com
Correspondent Name:	Michelle N. Safer - CONLEY ROSE, P.C.
Address Line 1:	2508 Ashley Worth Blvd., Suite 200
Address Line 4:	Austin, TEXAS 78738
ATTORNEY DOCKET NUMBER:	2665-00107
NAME OF SUBMITTER:	Michelle N. Safer
Total Attachments: 3 source=2665-00107-Asnmt-to-BDI#page1.tif source=2665-00107-Asnmt-to-BDI#page2.tif source=2665-00107-Asnmt-to-BDI#page3.tif	

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GENERAL ASSIGNMENT AND BILL OF SALE

Jay Howard Heck, Sr., an individual residing in New Braunfels, Texas (the "Seller"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, assign, transfer and set over to Blast Design International, Inc., a Delaware corporation (the "Buyer"), all of those properties, rights and assets (the "Purchased Assets") described in Schedule A attached hereto and made a part hereof.

To the extent that the grant, conveyance, assignment or transfer of any contract or agreement included within the Purchased Assets requires the consent of a governmental agency or authority or any other third party, this General Assignment and Bill of Sale shall not constitute a grant, conveyance, assignment, or transfer of the same if such would constitute a breach or cancellation thereof, or work a forfeiture thereof.

If any such required consent is not obtained, Seller hereby appoints Buyer its agent and attorney-in-fact for the sole and specific purpose of taking actions under or with respect to those contracts or agreements for which a required consent was not obtained, with the intent that Buyer realize the intended benefits and assume the related liabilities of such assigned contracts or agreements. If, notwithstanding the foregoing appointment, the consent of a third party proves necessary to enable Buyer to realize the benefits and assume the related liabilities under such contracts or agreements, Seller shall use its best efforts to obtain such required consents and shall cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits and burdens of such contracts or agreements.

From and after the date hereof, Seller shall duly perform such further acts and duly execute, acknowledge, and deliver all such further deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to convey to and vest in Buyer and protect its right, title and interest in and enjoyment of all the Purchased Assets and business intended to be assigned, transferred and conveyed pursuant to this General Assignment and Bill of Sale and as may be appropriate otherwise to carry out the transactions contemplated by this General Assignment and Bill of Sale.

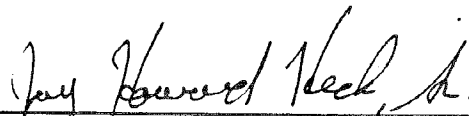
The properties, rights and assets of Seller transferred, sold, assigned and conveyed to Buyer hereby are free and clear of all mortgages, liens, claims, conditional sales agreements, charges, encumbrances and restrictions of every kind and nature.

Seller will warrant and defend the sale of the Purchased Assets against all and every person or persons whomsoever claiming or to claim against any or all of the same.

This instrument and the covenants and agreements herein set forth shall inure to the benefit of Buyer and its successors and assigns and shall be binding upon Seller and its successors and assigns.

This instrument shall be governed by and construed in accordance with the laws of the State of Delaware (without reference to the choice of law principles thereof).

IN WITNESS WHEREOF, Seller has caused this General Assignment and Bill of Sale to be duly executed and delivered to Buyer, effective this 9th day of July, 1996.



Jay Howard Heck, Sr.

SCHEDULE A

1. The unfiled patent application authored by Jay Howard Heck, Sr. entitled "Energy Scrooge: An Improved Blasting Method," referred to as "Energy Scrooge I."
2. The further enhancement of Energy Scrooge I which uses measured information on ground vibration response in a given rock formation to minimize adverse environmental impact due to blasting on nearby structures and facilities, referred to as "Energy Scrooge II."
3. All trademark and tradename rights to the mark "Energy Scrooge™."
4. All rights of Jay Howard Heck, Sr. in and to the following computer software: Face 3D™, QuarryAce®, Blastfile™, Boretrak 3D™, Horizontal Boretrak™, StockDGM™ and QuickPlan™, including without limitation, all components and rights comprised therein.
5. Any and all intellectual property, intangible assets and inventions which Jay Howard Heck, Sr. presently owns or has rights with respect to, including without limitation, all marks, designs, logos, computer programs, inventions, improvements, technical information, know-how and suggestions, together with all trademarks, patent applications, letters patent, copyrights and reissues thereof that have been granted or that may at any time be granted for or upon any of the foregoing.
6. All books, files, papers, notes, technical and research analyses, engineering, sales, marketing and other studies, data and plans, records and other data related to the foregoing, which Jay Howard Heck, Sr. owns or has rights with respect to, including without limitation, test data, supplier and customer lists and other databases, licensee lists, distributor lists, bid information and customer correspondence.

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