

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Texas United Chemical Company, LLC	07/01/2013
RECEIVING PARTY DATA	
Name:	TUCC Technology, LLC
Street Address:	4800 San Felipe
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5804535
CORRESPONDENCE DATA	
Fax Number:	7138005699
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713.800.5700
Email:	SMDdocket@smd-iplaw.com
Correspondent Name:	SUTTON McAUGHAN DEAYER PLLC
Address Line 1:	Three Riverway
Address Line 2:	Suite 900
Address Line 4:	Houston, TEXAS 77056
ATTORNEY DOCKET NUMBER:	1700.00016.US00
NAME OF SUBMITTER:	Kay Haggard, Paralegal
Signature:	/Kay Haggard/
Date:	07/02/2013
Total Attachments: 4 source=20130702_1700-016us_Assign_TUCCTech#page1.tif source=20130702_1700-016us_Assign_TUCCTech#page2.tif source=20130702_1700-016us_Assign_TUCCTech#page3.tif source=20130702_1700-016us_Assign_TUCCTech#page4.tif	

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**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, the undersigned, hereafter "**Assignor**," have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent listed below (hereafter, collectively, "**Application**").

Country	Application Number	Patent Number	Filing Date	Issue Date
U.S.	08/871,389	5,804,535	06/09/1997	09/08/1998

WHEREAS, **TUCC Technology, LLC**, a Limited Liability Company organized and existing under the laws of the state of Texas, hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Assignor** and **Assignee** agree as follows.

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges its prior assignment to **Assignee** of the aforesaid **Intellectual Property**, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

2. **Present Assignment.** To the extent **Assignor** has not already assigned to **Assignee** all or any of the aforesaid **Intellectual Property**, **Assignor** does hereby assign, transfer and forever convey, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of **Assignee**, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns, the property ratified or transferred herein; and that **Assignor** will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting patent or related property right. **Assignor** covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Application** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Confidentiality.** **Assignor** hereby covenants and agrees to maintain as confidential all non-public aspects and details of the **Intellectual Property** unless and until such

time as such aspects or details become publicly known through no fault of **Assignor**. **Assignor** agrees and understands that this obligation of confidentiality continues to exist regardless of whether **Assignor** is employed by **Assignee** or not. **Assignor** agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that **Assignor** may now or hereafter owe to **Assignee**.

7. **Assignee as Attorney-in-fact.** To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, **Assignor** hereby appoints each officer of **Assignee**, and specifically appoints **Assignee's** general counsel whether or not an officer, as its limited attorney in fact for the sole and limited purpose of executing such instrument.

8. **No Challenge.** **Assignor** hereby covenants and agrees that **Assignor** will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

9. **Choice of Law.** **Assignor** hereby covenants and agrees that the laws of the State of Texas shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

10. **Severability.** **Assignor** and **Assignee** hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. **Assignor** and **Assignee** hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

11. **Legal Counsel** **ASSIGNOR** UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR **ASSIGNEE** NOR OUTSIDE LEGAL COUNSEL REPRESENTING **ASSIGNEE** CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF **ASSIGNOR**, CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT. **ASSIGNOR** FURTHER ACKNOWLEDGES AND AGREES THAT IT HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS OWN CHOOSING AND AT ITS OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT **ASSIGNOR** VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, **Assignor** and **Assignee** have hereunto set its hand and seal.

ASSIGNOR



Signature

James W. Dobson, Jr., President/CEO

Name and Title

Texas United Chemical Company, LLC

Company

4800 San Felipe, Houston, TX 77056

Address

7-1-13

Date of Execution

*** NOTARIZATION IS PREFERRED, BUT
NOT REQUIRED ***

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

BEFORE ME, the undersigned
authority, on this day personally appeared
_____, known to me to be
the person whose name is subscribed to the
foregoing instrument, and acknowledged to me
that he executed the same for the purposes
and consideration therein expressed.

GIVEN UNDER MY HAND and seal of
office this ____ day of _____, 2013.

[NOTARY STAMP]