



RECORDS TRAC

02-02-2000

Docket No.:

236-996T.XFR



Tab settings

To the Honorable Commissioner of Patents and Trade

101255446

original documents or copy thereof.

1. Name of conveying party(ies):

William H. Richardson (Jr.)

2. Name and address of receiving party(ies):

Name: ARCALL L.L.C.

Internal Address: #203

Street Address: 15373 Roosevelt Blvd.

City: Clearwater State: FL ZIP: 33760

- Individual(s) [X] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other []

Additional names(s) of conveying party(ies) [] Yes [X] No

- Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [] Other [X] Limited Liability Company (Florida)

If assignee is not domiciled in the United States, a domestic designation is [] Yes [] No

(Designations must be a separate document from

Additional name(s) & address(es) [] Yes [] No

3. Nature of conveyance:

- Assignment [] Merger [] Security Agreement [] Change of Name [] Other [X] Assignment of Undivided Two-Thirds Interest

Execution Date: December 6, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/402,914 75/520,983

B. Trademark Registration No.(s)

1,886,523 2,167,034 2,219,933 2,237,336

Additional numbers [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Charles A. McClure

Internal Address: Suite 201

Street Address: 701 Bayshore Blvd.

City: TAMPA State: FL ZIP: 33606

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed [] Authorized to be charged to deposit account [X]

8. Deposit account number:

13 - 0200

02/02/2000 TTON11 00000157 130200 1886523

DO NOT USE THIS SPACE

01 FC:481 (40.00 CH) 02 FC:402 (125.00 CH)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Charles A. McClure (Regn. 17,177)

Name of Person Signing

Signature

12-6-99

Date

Total number of pages including cover sheet, attachments, and

2

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS INDENTURE, Made This 6th Day of December 1999, Between

WILLIAM. H. RICHARDSON, Jr. and	ARCALL L.L.C.
3035 Hickory Drive	15373 Roosevelt Blvd., #203
Largo, FL 22770	Clearwater, FL 33760
(called GRANTOR below)	(called ASSIGNEE below)

W I T N E S S E T H T H A T

WHEREAS the first named party and Charles A, McClure (CAM) entered into a Memorandum of Understanding, the First Day of July 1993, for undertaking a joint venture relating to Alternative Fuel Compositions (AFC), and providing for certain sharing (with assignment) of resulting Intellectual Property Rights between them, including the following trademark rights, and a like share of the goodwill of the business with which the marks are used:

Subject U.S. Trademark Registrations and Trademark Applications:

REGISTRATIONS:

Reg. No. 1,885,523, 21 Mar 95, **AQUALENE** for "Gaseous Fuel for Gas Burners and Cutting or Welding Torches" in Class 4;
Reg. No. 2,167,034, 23 Jun 98, **AQUAMOTIVE** for "Air, Land, and Sea Vehicles Powered by Internal-Combustion Engines, Namely, Airplanes, Balloons, Blimps, and Dirigibles; Automobiles, Trucks, and Trains; and Boats, Ships, and Submarines in Class 12;
Reg. No. 2,219,933, 26 Jan 99, **AQUAFUEL** for "Alternative Non-Fossil Fuel for Internal-Combustion Engines" in Class 4;
Reg. No. 2,237,336, 06 Apr 99, **AQUALECTRIC** for "Electrical Power Generating Machines" in Class 7;

APPLICATIONS:

Ser. No. 75/402,914, **AQUAMOTIVE** for "Consulting Services; Namely, Providing Technical Advice About Operation of Motor Vehicles On Non-Fossil Alternative Fuels" in Class 42;
Ser. No. 75/520,983, **AQUAFUEL**, for "Consulting services;, Namely, Providing Technical Advice About Operation of Internal-Combustion Engines on Alternative Fuels" in Class 42;

AND WHEREAS Grantor and CAM wish to formalize assignment of AFC intellectual property rights between themselves with other entities:

NOW, THEREFORE, GRANTOR hereby does the following:

1. Grants to ASSIGNEE, ARCALL L.L.C., its assigns, successors and legal representatives, without any condition, limitation, reservation, or restriction whatever not recited in the said Memorandum: (a) an undivided Two-Thirds (2/3) part of GRANTOR's entire right, title, and interest in and to the aforesaid subject trademarks, each application therefor and each registration thereof, heretofore or

