

02-06-2002

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IN REFERENCE TO DOCUMENT

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Pro-Cycle Oil, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation-State of Texas
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: UNITED STATES FILTER CORPORATION

Address: 40-004 Cook Street

City Palm Desert State: CA ZIP: 92211-3299

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State of Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: August 29, 2001

4(a) Trademark Application No.(s)

4(b) Trademark Registration No.(s):
2,039,957, 1,843,227, and 1,702,174

Additional numbers attached? Yes No

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

Name: Michael S. Pavento, Esq.
Address: SUTHERLAND ASBILL & BRENNAN LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309-3996

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) enclosed:
FEE PAID WITH FILING ON 09/14/01

8. 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.

I certify that this correspondence is being deposited with the United States Postal Service as first class mail in an addressed to: Box Assignments, Commissioner of Patents & Trademarks, Washington, DC 20231, on the date given below.

Attorney Docket No. 13967-0126

Total number of pages including cover sheet: 6

Michael S. Pavento
Reg. No. 42,985

Signature

Date: December 20, 2001

GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, PRO-CYCLE OIL, INC., a Texas corporation having its principle place of business at 320 Scroggins Rd., Springtown, Texas (hereinafter "Assignor") owns all right, title and interest in and to certain "Intellectual Property Rights" defined as follows:

1. Any or all of the following intellectual property rights owned, used or licensed by Assignor and all rights in, arising out of, or associated therewith: (A) all United States, international and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (B) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, know how, technology, technical data and customer lists and all documentation relating to any of the foregoing; (C) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (D) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; (E) all databases and data collections and all rights therein throughout the world; (F) all computer software, including all source code, object code, firmware, development tools, files, records and data, and all media on which any of the foregoing is recorded; (G) all domain names, uniform resource locators and other Internet or similar addresses or identifiers; and (H) any similar, corresponding or equivalent rights to any of the foregoing and all documentation related to any of the foregoing, and more specifically, but without restricting the generality of this Assignment, the material items listed in Attachment A to this Assignment (hereinafter the "Intellectual Property");

2. All licenses or other contracts relating to Assignor's use of or license in the technology, know-how, processes or the Intellectual Property, and more specifically, but without restricting the generality of this assignment, the material items listed in Attachment A to this Assignment (hereinafter the "Intellectual Property Licenses"); and

3. All of Assignor's existing and potential causes of action and rights to claim and collect damages and/or profits, with respect to past, present and future violations or infringements of any right or interest assigned herein; provided, however, Assignor is not assigning or otherwise transferring any of its respective right, title and interest in the Retained Assets.

WHEREAS, UNITED STATES FILTER CORPORATION, a Delaware corporation having its principle place of business at 40-004 Cook Street, Palm Desert, California (hereinafter "Assignee"), is desirous of acquiring all right, title and interest in, to and under said Intellectual Property Rights pursuant to the sale, assignment and transfer of certain assets by Assignor to Assignee, as specified in an Asset Purchase Agreement by and among Assignor and Assignee dated as of August 29, 2001 (hereinafter "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Assignor by these presents hereby sells, assigns, and transfers unto the Assignee, its successors, assigns, and legal representatives, the full and exclusive right, title and interest in, to and under the Intellectual Property Rights in the United States, and all other countries and places in the world.

Assignor further agrees to assist Assignee in the implementation of this Assignment by executing and signing any other document reasonably requested by Assignee relating to the implementation hereof, including recording this Assignment or any aspect of this Assignment and including executing or signing a further assignment document specifically identifying part of the property rights assigned herein, and Assignor agrees to do so without further consideration (provided, however, that all out-of-pocket expenses incurred at the request of Assignee, other than legal fees and accounting fees, shall be paid by Assignee).

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office to record this Assignment in the name of Assignee, as appropriate.

Unless otherwise defined herein, all terms used in this Assignment shall be considered to have the same meaning given those terms in the Asset Purchase Agreement. This instrument, being further documentation of the sales, conveyances, assignments and transfers provided for in the Asset Purchase Agreement, does not limit the rights or obligations therein provided. No representations and warranties, or indemnification agreements with respect thereto, are made in this instrument but instead are expressly disclaimed, it being understood and agreed that all of the rights of Assignee *vis-a-vis* the Assignor with respect to the Intellectual Property Rights are governed by the Asset Purchase Agreement.

[Remainder of page intentionally left blank]

[Signatures on Following Page]

DULY EXECUTED and delivered by the parties to this Assignment on August 29, 2001.

Assignor:

PROCYCLE OIL, INC.

By: *John Barber III*
John Barber, III
President

Assignee:

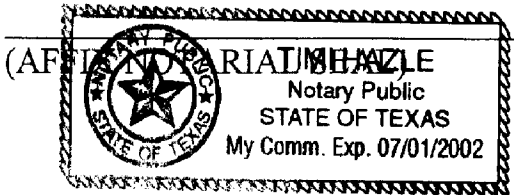
UNITED STATES FILTER CORPORATION

By: *Michael Tognesi*
Name: Michael Tognesi
Title: Vice President

Sworn to and subscribed before me, this 29 day of August, 2001.

Terri Hagle
Notary Public

My Commission Expires:



* * *

ATTACHMENT A
GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

Intellectual Property and Intellectual Property Licenses include the following property:

1. U.S. Trademark Registration No. 2,039,957 for PRO-CYCLE OIL AND METALS
2. U.S. Trademark Registration No. 1,843,227 for PRO-M-CYCLE
3. U.S. Trademark Registration No. 1,702,174 for PROCYCLE OIL, INC.

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