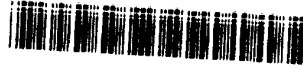


FORM PTO-1595 (Rev. 6-93) 5-7-98 OMB No. 0801-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks. Attached original documents or copy thereof.

1. Name of conveying party(ies):

Aquapad USA Inc.

2. Name and address of receiving party(ies)

Name: Lynn Coleman

Internal Address: 26475 No. Wrangler Road

Scottsdale, Arizona 98255

U.S.A.

Street Address: 26475 No. Wrangler Road

City: Scottsdale State: AZ ZIP: 98255

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 28, 1998

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,366,021

Issued November 22, 1994

Additional numbers attached? Yes No

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

Gabor L. Szekeres

Name: KLEIN & SZEKERES, LLP

Internal Address: 4199 Campus Drive

Suite 700

Irvine, CA 92612

Street Address: 4199 Campus Drive

Suite 700

City: Irvine State: CA ZIP: 92612

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Gabor L. Szekeres, Reg#28,675 Name of Person Signing

Gabor L. Szekeres Signature

May 5, 98 Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT

WHEREAS, AquaPad USA, Inc. of 6632 Doral Drive, Huntington Beach, California 92648, United States of America, respectively (hereinafter referred to as **ASSIGNOR**), is owner by assignment dated March 4, 1994 and recorded in the U.S. Patent Office on March 11, 1994 at Reel 6891, Frame 0842 of a certain invention entitled: **FIRE FIGHTING EQUIPMENT FOR USE IN ASSOCIATION WITH HOMES EQUIPPED WITH SWIMMING POOLS** for Letters Patent No. 5,366,021 of the United States issued on November 22, 1994.

WHEREAS, LYNN COLEMAN., an individual and citizen of the United States of America residing at 26475 No. Wrangler Road, Scottsdale, Arizona 98255, United States of America (hereinafter referred to as **ASSIGNEE**), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by **ASSIGNEE** to **ASSIGNOR** of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, **ASSIGNOR** hereby sells, assigns and transfers to **ASSIGNEE** the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in the foreign countries and to all Letters Patent or similar legal protection in the United States and its territorial

possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, continuation-in-part, division, renewal, substitute or reissue thereof or any legal equivalent thereof in any foreign country for the full term or terms for which the same may be granted, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals, and reissues thereof; and **ASSIGNOR** hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to **ASSIGNEE**.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to **ASSIGNOR** and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to **ASSIGNEE** or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents

thereof in the United States of America and in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 28th day of April, 1998.

Roy Moss
Roy Moss, Officer/Owner

State of California)
) ss.:
County of Orange)

On this 28th day of April, 1998, before me, Renne Marie Fischer, a Notary Public in and for the State and County aforesaid, personally appeared Roy Moss, personally known to me; or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal:

Renne Marie Fischer
Notary Public

