

FORM PTO-1585
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JCS549 U.S. PTO
09/167760
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1. Name of conveying party(ies):
William Bruce MORROW
Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Name: Harrier Technologies, Inc.
Street Address: 140 Greenwich Street
City: Greenwich State: Connecticut 06830
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution date: October 5 1998

4. Application numbers or patent numbers:
If this document is being filed together with a new application, the execution date of the application is: October 1, 1998
A. Patent Applications
10/20/1998 SBURMS 00000125 110600 09167760
01 FC:581 40.00 CH
B. Patent No.(s)
Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: John J. Kelly, Jr.
Internal Address: KENYON & KENYON
Street Address: One Broadway
City: New York State: New York ZIP: 10004

6. Total number of applications and patents involved: 1
7. Total fee (37 C.F.R. 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
11-0600

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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.

John J. Kelly, Jr. (Reg. No. 29,182)
Name of Person Signing

John J. Kelly, Jr.
Signature

OCT 7, 1998
Date

Total Number of pages including cover sheet, attachments and document: 1

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WHEREAS, I, William Bruce Morrow, being a citizen of the United States of America, residing at 549 La Marina Drive, Santa Barbara, California 93109, have invented the subject matter of the invention entitled IMPROVEMENTS IN POWER SHARING GEAR SETS, for which I am about to make application for Letters Patent of the United States, said application having been executed by me on even date herewith (hereinafter "Application");

WHEREAS, HARRIER TECHNOLOGIES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware and having an office at 140 Greenwich Avenue, Greenwich, Connecticut 06830 (hereinafter "HARRIER"), is desirous of acquiring the entire right, title and interest in and to said Application and the entire worldwide right, title and interest in and to the inventions therein described and for any improvements therein contained;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I have sold, assigned and transferred and do hereby sell, assign and transfer unto HARRIER, its successors and assigns, the entire right, title and interest in and to said Application and the entire worldwide right, title and interest in and to the inventions therein contained, including the right to apply for any Letters Patent in the United States of America or any other countries, including all rights under multinational treaties and conventions, and

including all divisional, renewal, substitute, continuation, continuation-in-part and convention or treaty applications based in whole or in part upon said invention(s) or upon said Application, and any and all Letters Patent that may issue thereon, in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations, reexamination certificates or continuations-in-part of any Letters Patent granted for said invention(s) or upon said Application, to the full end of the term or terms for which said Letters Patent may be issued, and every priority convention or treaty right that is or may be predicated upon or arise from said invention(s), said Application and said Letters Patent, the same to be held and enjoyed by HARRIER, its successors and assigns, the same as it would have been held and enjoyed by me if this assignment and sale had not been made.

And I hereby authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments to issue or transfer all Letters Patent arising from said Application or said invention(s) to HARRIER, as assignee of the entire right, title and interest therein, or otherwise as HARRIER may direct in accordance with this instrument of assignment.

I hereby represent and warrant that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that I will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein and I, William Bruce Morrow, bind myself and my heirs, executors,

administrators and legal representatives, as the case may be, to execute and deliver to HARRIER, its successors and assigns, any further documents or instruments and do any and all further acts, without further consideration, that may be deemed necessary or desirable by HARRIER to enable HARRIER, its successors and assigns, to file patent applications for said invention(s) in any country where it may elect to file such applications, or that may be necessary or desirable to vest in HARRIER, its successors and assigns, the title conveyed or intended to be conveyed, and to enable such title to be recorded in the United States for said Application and in foreign countries where such Application or applications may be filed.

And I further covenant and agree, in consideration of the premises, that I, my heirs, executors, administrators and legal representatives, as the case may be, will at any time upon request communicate to HARRIER, its successors and assigns, any facts relating to the said invention(s) and improvements and the history thereof, known by me or my heirs, executors, administrators and legal representatives, as the case may be, and that I will testify as to the same in any interference or other litigation, without further consideration, when requested so to by HARRIER, its successors and assigns.

This assignment and agreement is to be construed, interpreted and applied in accordance with the laws of the State of New York without reference to the conflict of laws provisions thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and seal this 5 day of OCTOBER, 1998.


WILLIAM BRUCE MORROW

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