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

1. Name of conveying party(ies):

Allan S. Warner

Additional name(s) of conveying party(ies) attached? _____

____ Yes ____ ☒ No

3. Nature of conveyance:

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

Execution Date: 6/3/98

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

Name: JOYAL Products, Inc.

Internal Address: _____

Street Address: 1233 St. Georges Ave., WestCity: LindenState: New JerseyZip: 07036Additional name(s) & address(es) attached? _____ Yes ____ ☒ No4. Application number(s) or patent number(s): 08/871,047

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

A. Patent Application No.(s):

08/871,047

B. Patent No(s):

Additional numbers attached? _____ Yes ____ ☒ No

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

Name: Edward Dreyfus, Esq.

Internal Address: _____

Street Address: 608 Sherwood ParkwayCity: MountainsideState: New JerseyZip: 070926. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41):.....\$40.00☒ Enclosed Check # 2240

____ Authorized to be charged to deposit account

8. Deposit account number:

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

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9. Statement and signature.

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

Edward DreyfusReg. No. 22382

Name of Person Signing

Signature

Date

2/25/99Total number of pages comprising _____ over sheet: 1

PATENT

REEL: 9788 FRAME: 0899

ASSIGNMENT FOR UNITED STATES PATENT APPLICATION
(PATENT APPLICATION PENDING)
(SOLE OR JOINT)

Docket: JOYAL-35

WHEREAS, Allan S. Warner, a U.S. citizen,
residing at 50 Haliday Street, Clark, New Jersey 07066

(hereinafter collectively and severally referred to as "ASSIGNOR(S)" has invented a certain invention entitled:

ELECTRIC MOTOR WITH CARBON TRACK COMMUTATOR

for which application for Letters Patent of the United States has been filed with the US Patent & Trademark Office on June 9, 1997 and bearing Serial Number 08/871,047, and

WHEREAS, JOYAL Products, Inc., a New Jersey
corporation having an office at 1233 St. Georges Ave., West, Linden, New Jersey 07036

(hereinafter referred to as "ASSIGNEE", which term includes the successors and assigns of ASSIGNEE), is desirous of acquiring the entire right, title and interest, in and to said invention and in and to said letters patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries, and

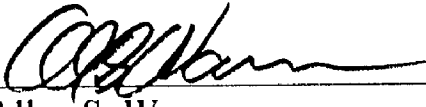
WHEREAS, ASSIGNOR(S) and ASSIGNEE have entered into an AGREEMENT signed by and on behalf of each of them on even date herewith, which AGREEMENT is incorporated herein by reference.

NOW THEREFORE, be it known that in consideration of the payment by ASSIGNEE to each ASSIGNOR of the sum of one dollar (\$1.00) and for other good and valuable consideration mentioned in said AGREEMENT, the receipt of which is hereby acknowledged, ASSIGNOR(S), collectively and severally, hereby sell, assign and transfer to ASSIGNEE their full and complete right, title, and interest in and to said invention and said patent application (including the rights of priority thereto) in the United States, its possessions, and in all foreign countries, and to all Letters Patent or similar legal protection in the United States, its possessions, and any and all foreign countries to be obtained on said invention or issuing from said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR(S) hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment, sale, and transfer.

ASSIGNOR(S) further covenant that he will, upon ASSIGNEE'S request, provide promptly to ASSIGNEE all pertinent facts and documents relating to said invention, application, and Letters Patent and legal equivalents thereto in such foreign countries as may be known to and within the control of ASSIGNOR(S) and ASSIGNOR(S) will in good faith testify as to the same in any interference, proceeding, or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for, obtain, maintain, issue and enforce said application or Letters Patent or equivalent thereof in any aforesaid country of the world which may be necessary or desirable therefor.

IN WITNESS WHEREOF, we or I have hereunto set our signatures representing our hands and seals on the respective date(s) indicated.


Allan S. Warner

Date 6-3-95