

03-24-1999



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LAW OFFICES OF
THOMAS M. FREIBURGER
PATENT, TRADEMARK & COPYRIGHT LAW
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SAN FRANCISCO, CALIFORNIA 94108

FACSIMILE
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March 12, 1999

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Docket No. 495P - Recordation of Assignment Of Patent
Application From Michael Fletcher Verrier to Paul
Kayfetz and Monique Yamauchi for Electrolytic Device

Dear Sir:

Please record the enclosed copy of an assignment document.
Relevant assignment data are as follows:

Assignor: Michael Fletcher Verrier
#6 Bradford Island
Via Mail Boat
Stockton, California 95219

Assignees: Paul Kayfetz and Monique Yamauchi
P.O. Box 310
8 Ocean Avenue
Bolinis, California 94924

This is an assignment of an undivided one-third interest to each assignee in the patent application and patent, the assignment document having been executed March 2, 1999.

Please send all correspondence to Thomas M. Freiburger, at the address on this letter.

This is a request for recordation of an assignment of a single patent application, and the required fee of \$40 is enclosed.

To the best of my knowledge and belief, the information contained herein is true and correct, and any copy submitted is a true copy of the original document.

Yours very truly,

Thomas M. Freiburger
Reg. No. 27,063
Attorney for Michael Fletcher
Verrier

03/23/1999 DNGUYEN 00000322 09270290

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JC542 U.S. PTO
09/270290
03/16/99

PATENT
REEL: 9828 FRAME: 0757

ASSIGNMENT

WHEREAS I, Michael Fletcher Verrier, residing at #6 Bradford Island, Via Mail Boat, Stockton, CA 95219, a citizen of the United States of America, have invented certain new and useful improvements for "ELECTROLYTIC DEVICE" for which application for Letters Patent has been executed of even date herewith; and

WHEREAS, Paul Kayfetz and Monique Yamauchi, both of P.O. Box 310, 8 Ocean Avenue, Bolinas, California 94924 are desirous of acquiring an interest therein, to and under the said improvements and the said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I, Michael Fletcher Verrier, do hereby sell, assign, transfer and set over, unto Paul Kayfetz and Monique Yamauchi, their successors, legal representatives and assigns, an undivided one-third each of the full right, title and interest in, to and under the said improvements, and the said application for patent, and all divisions, continuations and continuations-in-part thereof, and all patents of the United States which may be granted thereon and all applications for Letters Patent which may be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the

United States, and to all extensions, renewals, and reissues thereof, and the right to claim priority under the International Convention for the Protection of Industrial Property; and I hereby authorize and request the Commissioner of Patents of the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements to the said Michael Fletcher Verrier, Paul Kayfetz and Monique Yamauchi, in the respective one-third interests.

It is hereby mutually agreed that neither Michael Fletcher Verrier, Paul Kayfetz nor Monique Yamauchi will grant a license or licenses under said application or Letters Patent (U.S. or foreign) or sell their interest or any portion of their interest therein without the written consent of the other, and no license or assignment shall be valid without the signature of all parties affixed thereto; and further it is agreed that all profits, of whatever nature, arising from sales of rights, licenses, or privileges to manufacture, sell or use said invention and improvements or from sales of the patent or any interest therein, shall be divided among the parties hereto in the respective interests stated herein, and that each shall account to the other for any profits, purchase price or royalties, etc. so received.

It is further agreed that if any party hereto shall make or shall have made or sell products coming within the said application or patent, he/she will account to the other parties for an amount equal to a percentage of a reasonable royalty


thereon corresponding to the ownership percentage of the parties as set forth hereinabove, or a similar percentage of profit from such sales, whichever is greater.

IN WITNESS WHEREOF, we have executed and delivered this assignment on the date set forth below.

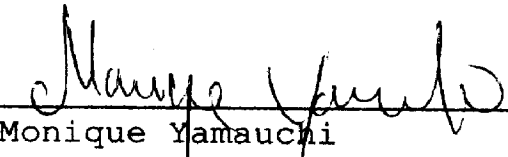
Date: 3/2/99


Michael Fletcher Verrier

Date: 3/1/99


Paul Kayser

Date: 3/1/99


Monique Yamauchi