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To the Honorable Commissioner of Patents

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1. Name of conveying party(ies):

JOEL S. MARKS

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

3. Nature of conveyance:

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

Execution Date: March 24, 1999

2. Name and address of receiving party(ies)

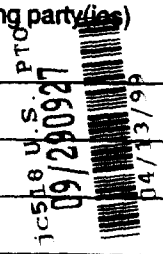
Name: WorkTools, Inc.

Internal Address: _____

Street Address: 20755 Plummer Street

City: Chatsworth State: CA ZIP: 91311

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



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

09/290,927

If this document is being filed together with a new application, the execution date of the application is: March 24, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Paul Y. Feng, Esq.

Internal Address: Fulwider Patton Lee & Utecht

04/21/1999 PSTANBAC 00000036 062425 09290927

01 FC:581 40.00 CH

Street Address: 10877 Wilshire Blvd., Tenth Fl.

City: Los Angeles State: CA ZIP: 90024

6. Total number of applications and patents involved:

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
06-2425

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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.

Paul Y. Feng
Name of Person Signing

Paul Y. Feng
Signature

April 13, 1999
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Attorney Docket No. WORKT-50554

ASSIGNMENT

This Assignment made by Joel S. Marks of Los Angeles, California, Assignor, to WorkTools, Inc., a California corporation, Assignee, having a place of business at 20755 Plummer Street, Chatsworth, California 91311.

WHEREAS, Assignor has invented a new and useful **SELECTABLE ONE WAY STEPLESS CLUTCH** for which an application for United States Letters Patent has been executed by him this day; and

WHEREAS, Assignor believes himself to be the original, first inventor of the invention disclosed and claimed in said application for Letters Patent; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said invention, said application, and any Letters Patent that may be granted for said invention in the United States and throughout the world;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest in and to said invention, said application, and any Letters Patent that may be granted for said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, he and his legal representative(s) and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said invention, said application, and any Letters Patent granted for said invention in the United States and throughout the world.


Assignor represents and warrants that he has not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date written hereinbelow.

Assignor:

Date: Mar 24, 1999



Joel S. Marks