

09-07-1999

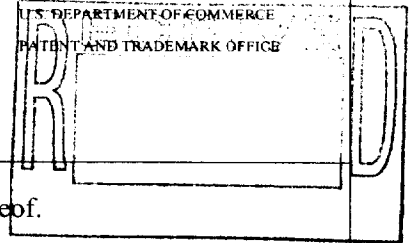
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PATENTS ONLY



To the Honorable Assistant Commissioner
for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): TELEDYNE INDUSTRIES, INC. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: <u>IMAGE HOLDINGS, INC.</u> Internal Address: _____ Street Address: <u>7710 Bellerive</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77036</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	
Execution Date: <u>July 16, 1999</u>	

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): 29/087,994 60/111,940 09/134,294 09/322,480 29/105,645	B. Patent No(s): Des. 355,846 Des. 346,933 Des. 366,597
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Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lester L. Hewitt</u> Internal Address: <u>AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.</u> Street Address: <u>1900 Pennzoil Place, South Tower, 711 Louisiana</u> City: <u>Houston</u> State: <u>TX</u> Zip: <u>77002</u>	6. Total number of applications and patents involved: <u>8</u> 7. Total fee (37 C.F.R. § 3.41) \$ <u>320</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>16-2435</u> (Attach duplicate copy of this page if paying by deposit account)
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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.

Lester L. Hewitt
Lester L. Hewitt, Reg. No. 25,685

August 24, 1999
Date

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

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PATENT ASSIGNMENT

WHEREAS, TELEDYNE INDUSTRIES, INC., a California corporation (“Assignor”) is the owner of the entire right, title and interest in and to the following patent applications and patents:

UNITED STATES PATENTS AND APPLICATIONS

<u>Patent No.</u>	<u>Title</u>	<u>Issued</u>
Des.355,846	Cup Lid	February 28, 1995
Des.346,933	Design For A Cup	May 17, 1994
Des.366,597	Drinking Mug	January 30, 1996

<u>Application Serial No.</u>	<u>Title</u>	<u>Filed</u>
29/087,994 (Design)	Travel Mug	May 13, 1998
09/134,294 (Utility)	Travel Mug	August 13, 1998
29/105,645 (Design)	Automobile Mug	May 28, 1999
60/111,940 (Provisional)	Hot Drink Mug For Use In Automobile	December 11, 1998
09/322,480 (Utility)	Drinking Mug For Use In An Automobile	May 28, 1999

CANADIAN PATENTS AND APPLICATIONS

<u>Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
77906 (Design registration)	Drinking Mug	January 25, 1996

<u>Application Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
2,245,028	Travel Mug	August 14, 1998

WHEREAS, IMAGE HOLDINGS, INC., (“Assignee”), a corporation created and existing under and by virtue of the laws of the State of Nevada, is desirous of acquiring Assignor’s entire right, title and interest in and to the aforesaid inventions throughout the world, and Assignor’s entire right, title and interest in, to and under any and all Letters Patent of the United States and all other countries throughout the world;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to Assignor in hand-paid by Assignee, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee. Assignor's entire right, title and interest in and to said inventions throughout the world, and said applications for U.S. Letters Patent, and any and all divisions, continuations, and reissues and reexaminations thereof, the same to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States or foreign countries of Assignor has been granted, reexamined or reissued as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

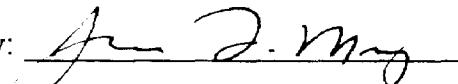
And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States on said invention or resulting from said applications and from any and all divisions, continuations, reexaminations and reissues thereof to Assignee, as assignee of our entire interest, and hereby covenant that we have the full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith.

And Assignor further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said Patents, to Assignee, its successors, assigns, or other legal representatives and that if Assignee, its successors, assigns or other legal representatives shall desire to secure a reexamination or reissue of such Letters Patent, or to file a disclaimer relating thereto, will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such applications for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said Assignee, its successors, or other legal representatives.

And Assignee does further covenant and agree that it will, at any time upon request, communicate to Assignee, its successors, assigns or other legal representatives, such facts relating to said inventions and Letters Patent or the file histories thereof as may be known to it, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 16th day of July, 1999.

TELEDYNE INDUSTRIES, INC.

By: 

Name: James L. Murdy

Title: Executive Vice President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

BEFORE ME, the undersigned authority, on this day personally appeared James L. Brady, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me under oath that he executed the same as the act and deed of Teledyne Industries, Inc. and as the Executive Vice President thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office, this 16th day of July, 1999.

Vicki L. Baker
Notary Public in and for
The Commonwealth Of Pennsylvania

My Commission Expires: 11/3/99

Notarial Seal
Vicki L. Baker, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Nov. 8, 1999
Member, Pennsylvania Association of Notaries