

12-09-1999

11-17-99



EET ONLY

TO THE ASSISTANT COMMISSION  
SIR: PLEASE RECORD THE ATTAC

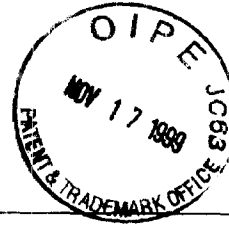
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... OF, THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNORS(S)):

1. Helical Dynamics International Inc.

- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.



ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED?  YES  NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Pillsbury Madison & Sutro LLP

ADDRESS: 1100 New York Avenue, N.W., 9th Floor East Tower, Washington, DC 20005

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED?  YES  NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

- ASSIGNMENT OF  WHOLE  PART INTEREST
- CHANGE OF NAME  ACCURATE TRANSLATION
- SECURITY  MERGER  OTHER: MEMORANDUM OF LIEN & SECURITY INTEREST AND EXHIBIT A

EXEC. DATE: September 27, 1997

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached?  YES  NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 <sup>st</sup> INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 <sup>st</sup> INVENTOR if not in item 1
See Attached Exhibit A		Doroftei			

5. Name & Address of Party to Whom Correspondence Concerning Document Should be Mailed:

**Pillsbury Madison & Sutro LLP**  
**Intellectual Property Group**  
1100 NEW YORK AVENUE, N.W.  
NINTH FLOOR, EAST TOWER  
WASHINGTON, D.C. 20005-3918 *ATTN: GLAZIER*

6. NUMBER INVOLVED:

APPLNS 10 + PATS \_\_\_\_\_ = TOTAL 10

7. AMOUNT OF FEE ENCLOSED: (Code 581)

ABOVE TOTAL x \$40 = \$400

5.5 ATTY DKT:

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975

PMS	71239	UNDER ORDER NO	71239
MATTER NO.	CLIENT REF.	dup. sheet not required	CLIENT NO.
			MATTER NO.

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.

*Stephen C. Glazier*  
Signature

Attorney: Stephen C. Glazier

Reg. No. 3136

Atty/Sec: SCG/llr

TEL: (202) 861-3056

Date: 11/16/99 17 NOV 99

FAX: (202) 822-0944

10. Total number of pages including this cover sheet, attachments and document (do not file dup. Cover sheet)

3

400.00 DP

**EXHIBIT A**

1. **Serial No. 08/771,982**  
**HELICAL DRIVE BICYCLE**
2. **Serial No. 08/883,341**  
**HELICAL DRIVE POLYCYCLES  
AND GOLF CART**
3. **Serial No. 08/897,155**  
**HELICAL DRIVE AND ENGINE  
EMPLOYING SAME**
4. **Serial No. 08/896,416**  
**IMPROVED HELICAL DRIVE BICYCLE  
WITH MULTIPLE GEARS AND AN ENCLOSED HELICAL DRIVE**
5. **Serial No. 08/898,039**  
**IN-LINE MULTI-GEAR TRANSMISSION  
SYSTEM AND MULTI-GEAR WHEEL HUB IN A HELICAL DRIVE  
SYSTEM**
6. **Serial No. 08/897,619**  
**HELICAL DRIVE EXERCISE EQUIPMENT**
7. **Serial No. 08/897,618**  
**HELICAL DRIVE WHEEL CHAIR**
8. **Serial No. 08/897,620**  
**HELICAL DRIVE FISHING REELS**
9. **Serial No. 08/922,330**  
**HELICAL DRIVE HUMAN POWERED BOAT**
10. **Serial No. 08/922,444**  
**ROTATABLE HANDGRIP CONTROLLER**

## MEMORANDUM OF LIEN AND SECURITY INTEREST

On September 27, 1997, Helical Dynamics International Inc. ("HDI") a Barbados corporation, executed an agreement with Pillsbury Madison & Sutro LLP, (the "Firm") by which HDI granted to the Firm a lien, and security interest in all the assets of HDI, to secure all financial obligations of HDI to the Firm.

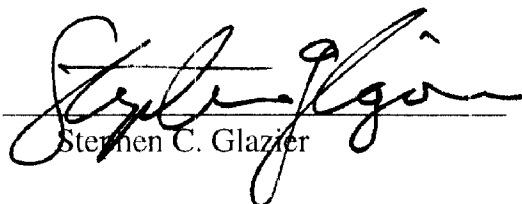
The assets of HDI so incumbered include without limitation, all the U.S. patent applications indicated in the attached Exhibit A, all rights in the inventions therein described, and any resulting patents for the same.

The language of the agreement indicates in part,

"HDI grants a lien and assigns a collateral security interest to the Firm in the assets of HDI, whether acquired before or after this agreement, for the purpose of securing any amounts due and owing to the Firm by HDI, whether such obligations accrued, before, by, or after this agreement."

PILLSBURY MADISON & SUTRO, LLP

By:



Stephen C. Glazier

Date: September 27, 1997