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FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (Exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Steven J. Christini

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

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

Christini Technologies, Inc.
Suite 200
421 North Seventh Street
Philadelphia, PA 19123

Additional name(s) attached? Yes No

3. Nature of Conveyance:

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

Execution Date: November 24, 1999

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)
09/397,270

B. Patent No.(s)

Additional numbers attached? Yes No

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

Howard R. Richman
Cooley Godward LLP
2002 Edmund Halley Drive
Suite 300
Reston, VA 20191-3436

6. Total number of application and patents involved: 1

7. Total Fee (37 CFR 3.41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3117
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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.

Reg. No.: 41,451 Name of Person Signing: Howard R. Richman

Signature: Thomas W. Lynch Reg. No. 42,820 Date: Dec. 6, 1999

Total number of pages including cover sheet, attachments, and document: 5

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ASSIGNMENT

Whereas, **Steven J. Christini, Michael J. Dunn, Jeremy T. Shook, Robert L. Pigeon, and Louis J. Allora**; (hereinafter referred to as "Inventors") have made an invention relating to certain new and useful improvements in:

TWO-WHEEL DRIVE BICYCLE

and executed therefor an Application for Letters Patent of the United States and

having an oath or declaration executed on even date herewith;
 bearing Serial No. **09/397,270** and filed on **September 15, 1999**
 issued as a Patent No. ____ on ____

Whereas, **Christini Technologies, Inc.** (hereinafter "Assignee"), a corporation of **Pennsylvania**, and having a principal place of business at **Suite 200, 421 North Seventh Street, Philadelphia, PA 19123**, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:

Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventors in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventors have sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventors does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

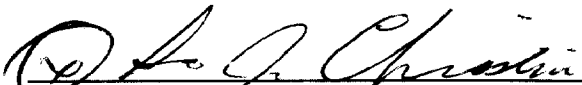
The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications.

Inventors hereby authorize the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventors convey to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other

international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and **Inventors do hereby covenant** and agree with Assignee that **Inventors** will not execute any writing or do any act whatsoever conflicting with these presents, and that **Inventors** will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of both parties.


Date: 11/23/99

By: 
Steven J. Christini

State of:

County of:

The preceding Assignment was acknowledged before me this 24th day of OCT 1999 by Steven J. Christini.


Notary Public

My Commission Expires:

Notarial Seal
Michael Hantman, Notary Public
Philadelphia, Philadelphia County
My Commission Expires May 29, 2000

Member, Pennsylvania Association of Notaries

Date: _____

By: _____
Michael J. Dunn

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____ by Michael J. Dunn.

Notary Public

My Commission Expires:

Date: _____

By: _____
Jeremy T. Shook

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____ by Jeremy T. Shook.

Notary Public

My Commission Expires:

Date: _____

By: _____
Robert L. Pigeon

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____ by Robert L. Pigeon.

Notary Public

My Commission Expires:

Date: _____

By: _____
Louis J. Allora

State of:

County of:

The preceding Assignment was acknowledged before me this _____ day of _____ by Louis J. Allora.

Notary Public

My Commission Expires:

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