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Patent and Trademark Office

To the Honorable Commissioner of Pate d original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: Kaz, Inc. David Peter FARRAGE, Stephen RUSSAK and Tony Teh-Feng TSAI Internal Address: Additional name(s) of conveying party(ies) attached? [] Yes [X] No 3. Nature of conveyance: Street Address: 1775 Broadway [X] Assignment Merger Security Agreement Π Change of Name **New York** State or Country: New York City: Other Zip: 10019 Execution Date: November 17 & December 24, 1999 Additional name(s) & address(es) attached? [] Yes 29/116327 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: November 17 & December 24, 1999 certify that, on the date indicated above A. Patent Application No.(s) deposited this paper or fee with the U.S. Portal Service & that it was addressed for delivery to the Commissione of Patents & Trademarks, Washington D.C. 202 "Express Mall Post Office to Addrescee" service Additional numbers attached? [] Yes Name (Print) 6. Total number of applications and patents 5. Name and address of party to whom correspondence concerning document should be mailed: involved: Name: Darby & Darby P.C. 7. Total fee (37 CFR 3.41):.....\$40.00 Internal Address:__ [X] Enclosed Street Address: 805 Third Avenue, 27th Floor Authorized to be charged to deposit account 8. Deposit account number: 04-0100 City: New York State: New York Zip: 10022-7513 (Attach duplicate copy of this page if paying by deposit account) 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. <u>December 30, 1999</u> Pierre R. Yanney, Esq. Reg.#35,418 Name of Person Signing Total number of pages including cover sheet, attachments and document: 3 Mail documents to be recorded with required cover sheet in mation to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

FC:581

ASSIGNMENT

David Peter Farrage, a citizen of the United Kingdom, residing at 16 Manhattan Place, Cliffside Park, New Jersey 07010-1062; Stephen Russak, a citizen of the United States, residing at 2352 Linwood Avenue #7C, Fort Lee, New Jersey 07024; and Tony Teh-Feng Tsai, a citizen of Taiwan, residing at 2F-3, No. 541 Hsin Hsen Rd., Tainan, Taiwan;

hereinbelow called "Assignors", have made a certain invention in

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described in the patent application filed in the United States Patent and Trademark Office herewith; and

WHEREAS, Kaz, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of New York, and having offices and doing business at 1775 Broadway, New York, New York 10019, and elsewhere, hereinbelow called "Assignee", is desirous of securing the entire right, title and interest in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted thereon;

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid by the said Assignee, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, the said Assignors have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors and assigns, the entire right, title and interest throughout the world in and to the said invention, application and Letters Patent, when granted, and in and to any divisions, continuations, improvements, reissues or extensions that may be made or granted on any of them;

TO HAVE AND TO HOLD the same to the full end of the term or terms for which said Letters Patent may be granted, as fully and completely as the same might be held by me had this sale and assignment not been made.

For the consideration aforesaid, we hereby covenant and agree to and with the said Assignee, its successors and assigns, that whenever its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with said application or invention, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of said Letters Patent is lawful and desirable, we will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of valid Letters Patent for said invention, or for the reissue or continuation or extension of the same, and will do all acts necessary or required to secure to the said Assignee, its successors, and assigns, the title to and full benefit of all rights hereby assigned, without charge to said Assignee or its successors or assigns, but at its or their expense;

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AND the Commissioner of Patents and Trademarks is requested to issue the said Letters Patent, when granted, in accordance with this sale and assignment.

For the consideration aforesaid, we have sold, assigned, transferred and set over and by these presents do sell, assign, transfer and set over unto the said Assignee, its successors, and assigns, or the nominees of any of them, the entire right, title and interest in and to any and all Letters Patent for said invention, which may be granted in countries foreign to the United States, and in and to any applications for Letters Patent, which may be filed for said invention in countries foreign to the United States, and in and to the invention described in said applications; and we hereby authorize and empower said Assignee and its successors, assigns or nominees, to apply for Letters Patent or other form of protection on said invention in its own name or in the name of its successors, assigns or nominees, in any or all countries where it may desire to file such application. and where said application may be filed by another than the inventor; and we hereby covenant and agree to sign all papers and drawings, take all rightful oaths, execute all rightful affidavits, and do all acts necessary or required to be done for the procurement and maintenance of Letters Patent or other form of protection for said invention in countries foreign to the United States, and for further investing or confirming the right and title thereto in the Assignee, its successors, assigns or nominees, without charge to said Assignee, its successors, assigns or nominees, but at its or their expense.

Dated: 11.17.99

Dated: 11-17-99

Dated: 12, 24, 99

David Peter Farrage Inventor

Stephen Russak, Inventor

Tony Teh-Feng Tsai, Inventor

PATENT RECORDED: 12/30/1999 REEL: 010475 FRAME: 0887