FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

MRD 1-13-00 01-28-2000

**U.S. Department of Commerce** Patent and Trademark Office **PATENT** 



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Name (line 1)	Peter Zahn			12 10 99		
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Name (line 1)	Innocore, Inc.			If document to be recorded is an assignment and the		
Name (line 2)				receiving party is not domiciled in the United States, an appointment		
Address (line 1)	12707 High Bluff Drive	e, Suite 200		of a domestic representative is attached. (Designation must be a		
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Name	Kevin Siebert			.,		
	Zevnik Horton Guibord	McCoyorn Palmor S	Fognani IID			
Address (line 1)			rognani, LLP			
Address (line 2)	101 W. Broadway, Suite	1750				
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Mail documents to be recorded with required cover sheet(s), missioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231 PATENT Mail documents to be recorded with required cover sheet(s) information to:

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FORM PTO-16 Expires 06/30/99 OMB 0651-0027	19B	Page 2		U.S. Department of Commerce Patent and Trademark Office PATENT			
Correspondent Name and Address  Area Code and Telephone Number							
Name	Kevin C. Siebert, Esq.						
Address (line 1)	Zevnik Horton Guibord McGovern Palmer & Fognani, LLP						
Address (line 2)	101 W. Broadway, Suite 17	50					
Address (line 3)	San Diego, CA 92101						
Address (line 4)							
_	nter the total number of pages o	f the attached conv	eyance document	#			
• •	mber(s) or Patent Number	•	L	al numbers attached			
	ntent Application Number or the Patent	Number (DO NOT ENTER					
Patent Application Number(s) Patent Number(s)							
08/924,898		5,781,0	91				
If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was signed by the first named executing inventor.  Month Day Year							
Patent Coopera	ation Treaty (PCT)						
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Number of Properties  Enter the total number of properties involved. # 2							
Fee Amount	Fee Amount for Pr	operties Listed (37	CFR 3.41): \$ 80.	00			
Method of P Deposit Acc		X Deposit Acc	ount				
(Enter for payment by deposit account or if additional fees can be charged to the account.)  Deposit Account Number: #							
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To the bee	et of my knowledge and heliaf t	ha faragaing inform	nation is true and co	rract and any			
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. Charges to deposit account are authorized, as							
indicated l	,,		Sida				
Kevin C.	Siebert	any ()	Sulva .	January 12, 2000			

Signature

**PATENT REEL: 010499 FRAME: 0639** 

Date

Kevin C. Siebert
Name of Person Signing

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## PATENT ASSIGNMENT

This PATENT ASSIGNMENT is entered into effective as of December <u>10</u>, 1999, between Peter Zahn, an individual residing at 3929 San Augustine Way, San Diego, California, 92130 ("Assignor"), and Innocore, Inc., a California corporation having its principal office at 12707 High Bluff Drive, Suite 200, San Diego, California, 92130 ("Assignee").

WHEREAS, Assignor has had assigned to him by Autosplice Systems, Inc., a Delaware corporation, one or more inventions relating to a magnetic device with embedded core (hereinafter referred to as "said invention(s)") disclosed in Letters Patent of the United States No. 5,781,091, issued 7/14/98, and U.S. patent application, Ser. No. 08/924,898, filed 9/8/97, and in foreign counterpart applications (hereinafter referred to as "said patents/applications"); and

WHEREAS, in consideration for the issuance by Assignee of 2,550,000 shares of its \$0.10 par value common stock to Assignor, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all of Assignor's entire right, title and interest in and to said invention(s) and said patents/applications;

NOW THEREFORE, for the good and valuable aforesaid consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, grants, assigns and transfers to Assignee, its successors, assigns, and legal representatives, all of Assignor's right, title and interest in and to said invention(s) and in and to said patents/applications, including the right to apply for any Letters Patent in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, under any present or future international conventions, unions, agreements, acts, and treaties, including all continuation-inpart, continuation, divisional, substitute, and renewal applications based in whole or in part upon said invention(s) or upon said patents/applications, and any and all Letters Patent which may issue thereon, in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s), to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), and said Letters Patent, the same to be held and enjoyed by Assignee and its successors, assigns or other legal representatives the same as it would have been held by Assignor had this assignment and sale not been made, and including all claims for damages by reason of past or future infringements or other unauthorized use of said invention(s), said patents/applications or said Letters Patent, with the right to sue for, and collect the same for the use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignor hereby authorizes Assignee to file patent applications in any and all countries on any or all of said invention(s) in the name of its inventors, or in its name, or otherwise as Assignee may deem advisable, under any present or future international conventions, unions, agreements, acts, and treaties.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments to issue or transfer all said patents/applications and Letters Patent to Assignee as assignee of all right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

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Assignor hereby represents and warrants that he will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein, and he hereby binds himself, and his successor, assigns, heirs and legal representatives, to execute and deliver to Assignee any further documents or instruments and do any and all further acts that may be deemed necessary by Assignee to file applications for said invention(s) in any country where Assignee may elect to file such applications, and that may be necessary to vest in Assignee the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and foreign countries where such application or applications may be filed.

Assignor further covenants and agrees that he, and his successors, assigns, heirs and legal representatives, will at any time upon the request of Assignee, communicate to Assignee any facts relating to said invention(s), and the history thereof, known to him or such successors, assigns, heirs and legal representatives, and that he and his successors, assigns, heirs and legal representatives will use best efforts to aid, assist, and testify upon the request of Assignee at the Assignee's expense, as to the same in any interference or other litigation concerning said invention(s) or said patents/applications.

Except to the extent superceded by Federal law, this Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws thereunder.

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date first written above.

Assignor

PETER E. ZAHN

Peter E. Zahn

Assignee

INNOCORE, INC., a California corporation

By: Peter E. Zahn, Chief Executive Officer

[SIGNATURE PAGE TO PATENT ASSIGNMENT]

Exhibit A-1

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**RECORDED: 01/13/2000** 

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