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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
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Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) TA MFG. CO. Execution Date Month Day Year 10/22/99

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date Month Day Year _____

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. Designation must be a separate document from Assignment.)

Name (line 1) Michael J. Bernal D.B.A. Airlinx

Name (line 2) _____

Address (line 1) P. O. Box 8201

Address (line 2) _____

Address (line 3) Newport Beach California 92658
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

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PATENT

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Name

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Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4,100,629"/>	<input type="text" value="4,586,694"/>	<input type="text" value="5,287,709"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,787,927"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Stephen LaCount

10/22/99

Name of Person Signing

Signature

Date

ASSIGNMENT OF PATENTS

This Assignment of Patents (the "Assignment") is entered into as of October 22, 1999, by and between TA MFG. CO., a California corporation, having a principal place of business of 28065 West Franklin Parkway, Valencia, California 91355 ("ASSIGNOR"), and Airlinx Aircraft Services, Inc., a California corporation, having a principal place of business of P.O. Box 8201, Newport Beach, CA 92658 ("ASSIGNEE"), with reference to the following facts:

WHEREAS, ASSIGNOR is the owner of the United States patents (the "Patents") all of which are identified in Schedule A attached hereto;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the Patents; and

WHEREAS, this Assignment is delivered as part of that certain Asset Purchase Agreement, dated as of September 24, 1999, by and between ASSIGNOR and ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title, and interest throughout the world in and to said Patents, the underlying inventions described therein, and any and all Letters Patent whether U.S. or foreign that are or may be granted therefrom including, without limitation, any extensions, continuations, substitutions, continuations-in-part, divisions, reissues, reexaminations, and renewals thereof, or other equivalents thereof (collectively, the "Assigned Patents"), and further, all rights and privileges pertaining to the Assigned Patents including without limitation the right, if any, to sue or bring other causes of action arising prior to or after the date hereof for infringement of the Patents, and all claims for damages for past infringement of the same.

2. **Further Assignment.** ASSIGNOR further sells, assigns and transfers to ASSIGNEE, the full and exclusive rights, title and interest to the inventions underlying the Patents, including all patents and pending applications thereon and all rights to make further applications for patents or other forms of protection related to the said inventions and to prosecute such applications, and obtain patents, utility models, industrial models, and designs for said inventions in its own name, as well as to claim and receive the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization, and all rights to publish cautionary notices, resolving ownership of said inventions and all rights to register said inventions in appropriate registries.

3. **Authorization of Patent and Trademark Office to Record.**

ASSIGNOR further agrees that this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of ASSIGNEE to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

4. **Further Assurances.**

ASSIGNOR agrees to take such further action and to execute any and all powers of attorney, applications, assignments, declarations, and other papers in connection therewith, at ASSIGNEE'S expense, necessary to perfect such rights, title and interest in ASSIGNEE.

5. **Successors and Assigns.**

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of October, 1999.

ASSIGNOR

TA MFG. CO.
a California corporation

By:  _____

Rick A. Gentle
Vice President

ASSIGNEE:

AIRLIX AIRCRAFT SERVICES, INC.
a California corporation

By:  _____

Michael J. Bernal
President

By:  _____

Michael J. Bernal
Secretary

SCHEDULE A

Patent No. 4,100,629: Aircraft Lavatory Drain Plug

Patent No. 4,586,694: Coupling Assembly

Patent No. 5,237,709: Waste Drain Valve

Patent No. 5,787,927: Coupling Assembly