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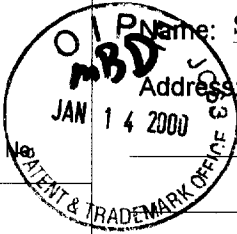
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**A.O.A. (AMERICA-ISRAEL) LTD.**

2. Name and address of receiving party(ies):  
Name: **SECURITYVILLAGE.COM INC.**



Address: **141 CENTRAL AVENUE - UNIT X**

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

City: **FARMINGDALE** State/Prov.: **NY**

Country: **USA** ZIP: **11735 NY**

Execution Date: **NOVEMBER 5, 1999**

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.      Filing date  
**09/150,193**                      **09/10/98**

B. Patent No.(s)  
**5,812,054**

Additional numbers attached?  Yes  No

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

Name: **Michael D. Bednarek**

Registration No. **32,329**

Address: **CROWELL & MORING LLP**

**1001 Pennsylvania Avenue, N.W.**

City: **Washington,** State/Prov.: **DC**

Country: **USA** ZIP: **20004-2595**

6. Total number of applications and patents involved: **2**

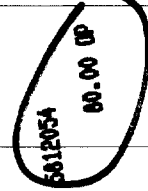
7. Total fee (37 CFR 3.41):.....\$ **80.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

**03-3836**



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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.

**Michael D. Bednarek**

**DECEMBER 14, 2000**

Name of Person Signing

Signature

**3**

Date

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

0000246 5012054 80.00 DP 02/04/2000 TTUNEB 01 FC:588

ASSIGNMENT

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration,

A.O.A. (AMERICA-ISRAEL) LTD.,  
an Israel Company whose registered address is  
c/o Sanford T. Colb & Co.  
4 Shaar Hagai Street  
P.O.B. 2273  
Rehovot 76122  
Israel

(hereinafter the Assignor) agrees to assign and hereby does assign, transfer and set over to

SECURITYVILLAGE.COM INC.  
141 Central Avenue - Unit X  
Farmingdale  
NY 11735  
USA

(hereinafter the Assignee) its entire right, title and interest in the invention as fully set forth and described in

U.S. Patent No. 5,812,054 and  
U.S. Patent Application S.N. 09/150,193 filed September 10, 1998  
(which is a Continuation of U.S.S.N. 435,722)

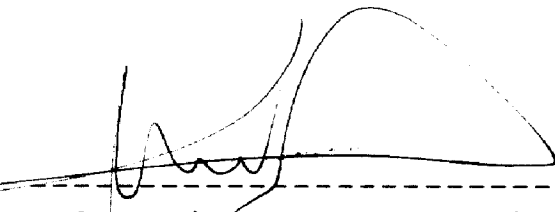
and all applications for patent and any Letters Patent which may be granted therefor together with the entire right, title and interest in and to said patent application, any and all divisional or continuation applications thereof, and any and all Letters Patent which may issue or be re-issued for said invention to the end of the term for which each said Letters Patent may be granted. Assignor hereby authorizes the issuance of any and all Letters Patent resulting from said applications or any division or divisions or continuing applications thereof to both the Assignor and the said Assignee as the Assignee of the entire right, title and interest in and to the same, for the use and benefit of said Assignee, its successors, assigns or legal representatives, and hereby covenants that it has full right to convey the interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith.

And Assignor, on behalf of itself, its representatives and administrators, hereby covenants and agrees to do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications and other instruments as may reasonably be required by said Assignee, its successors, assigns or legal representatives, to obtain any and all Letters Patent for said invention and vest the same in said Assignee, its successors, assigns, or legal representatives.

Signed this 5 day of November , 1999

Assignor:

Accepted  
Assignee

  
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A.O.A. (AMERICA-ISRAEL) LTD.

By: Moshe Cohen

Title:

Witnessed by:

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SECURITYVILLAGE.COM INC.

By: Meshulam Friedman

Title: Vice President

Witnessed by:

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