

05-04-2000

FORM PTO-1595 (Rev. 6-93)

4.13.00

RECORD



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

101345369

To the Honorable Commissioner of Patents and Trademarks or copy thereof.

1. Name of conveying party(ies): RER Ventures
Additional name(s) of conveying party(ies) attached? () Yes No (X) OPR/FINANCE

2. Name and address of receiving party(ies):
Name: Richard Scott
Internal Address: _____

3. Nature of conveyance:
(X) Assignment () Merger
() Security Agreement () Change of Name
() Other _____
Execution Date: April 8, 2000

Street Address: 6516 Heritage Trace Court
City: Mobile State: AL ZIP: 73695
Additional name(s) & address(es) attached? () Yes (X) No

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) 09/140,884

B. Patent No.(s)

Additional numbers attached? () Yes (X) No

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

Name: PRICE & ADAMS
Internal Address: _____
Street Address: 4135 Brownsville Road
P.O. Box 98127
City: Pittsburgh State: PA ZIP: 15227

6. Total number of applications and patents involved: (1)

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

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/03/2000 BCDATES 0000052 09140884
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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.

John M. Adams
Name of Person Signing

John M. Adams
Signature

April 10, 2000
Date

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

Box Assignment, Assistant Commissioner for Patents
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, RER Ventures, a trust organized and existing under the laws of Nevada, having a principal place of business at 5295 South Commerce Drive, Suite 300, Salt Lake City, Utah, hereinafter called the "Assignor", has acquired the entire right, title and interest in, to and under certain new and useful improvements in "Fuel Delivery Re-Routing Harness" described in application serial no. 09/140,884 for United States Letters Patent filed August 27, 1998 by assignment recorded in the U.S. Patent and Trademark Office on August 27, 1998.

WHEREAS, Richard Scott, an individual having a residence at 6516 Heritage Trace Court, Mobile, Alabama 73695, hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and to said application and the inventions and improvements therein disclosed in any and all Letters Patent that may be obtained therefor or thereupon, and all reissues and extensions thereof.

NOW, THEREFORE, in consideration of the Purchase and Sale Agreement between Assignor and Assignee for the purchase by Assignee from Assignor all right, title and interest in and to said application, receipt whereof acknowledged by Assignor, and intending to be legally bound, Assignor assigns, sells, transfers and sets over unto Assignee the entire right, title and interest in and to said application and the inventions and improvements therein disclosed for the United States and all foreign countries including priority rights on applications that may be filed in all foreign countries and any Letters Patent which may issue therefor in the United States and all foreign countries and all divisions, reissues, continuations, renewals and/or extensions thereof.

Assignee shall have and hold the interest therein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, renewals and/or extensions thereof, respectively as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor covenants that it is the lawful owner of said application, invention and improvements, that the same are unencumbered, that no license has been granted to make, use or vend said invention or improvements or any of them, and that Assignor has the full right to make this assignment.

Assignor requests that the Commissioner of Patents and Trademarks issue such Letters Patent in accordance herewith.

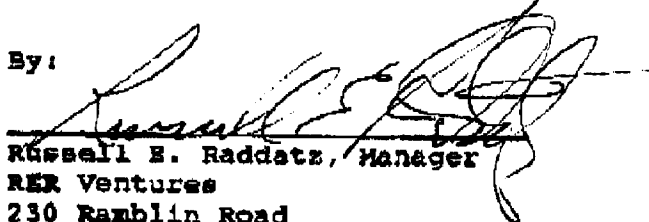
Assignor agrees that it will communicate to Assignee or the representatives thereof any facts known to it respecting said inventions and improvements, and will, upon request, but without expense to it, testify in any legal proceedings, sign all lawful papers, execute all division, reissue, continuation, renewal and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts deemed necessary or expedient by Assignee or by counsel of Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned.

This assignment shall be binding upon Assignor's heirs, executors, administrators and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns, as the case may be, of Assignee.

IN WITNESS WHEREOF, Assignor and authorized representative thereof has caused this agreement to be executed this 8 day of April, 2000.

RER VENTURES

By:



Russell E. Raddatz, Manager
RER Ventures
230 Ramblin Road
West Columbia, SC 29170

Attest:

