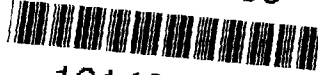


10-20-2000



FORM PTO-1595
(Rev. 6-93)

10-3-00

RECO

PATENT

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U.S. DEPT. OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies): Brian E. Becker,
Carl D. Becker,
Matthew L. Becker,
Ryan M. Becker

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

2. Name and address of receiving party(ies)

Name: Ascent Systems, Inc.

Internal Address:

Street Address: 15854 West 6th Avenue

City: Golden State: CO Zip: 80401

Additional name(s) & address attached? Yes
 No

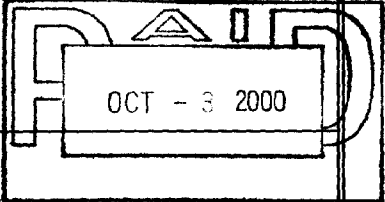
3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date(s) of Assignment: July 28, 2000



4. Application number(s) or patent number(s):

A. Patent Application No.(s): PCT/US00/23269, entitled "A Pressure Differential Distribution System", filed 24 August 2000.

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: Craig R. Miles

Internal Address: Santangelo Law Offices, P.C.

Street Address: 125 South Howes, 3rd Floor

City: Fort Collins State: Colorado Zip: 80521

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 3.41)\$40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Craig R. Miles _____ September 29, 2000
Name of Person Signing Signature Date

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

10/19/2000 6:01:11 00000166 PCT/US00/23269
11 FC:581 40.00 0P
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PATENT
REEL: 011162 FRAME: 0862

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE:
PCT BRANCH

In Re the International Application of: Ascent Systems, Inc.

International Application Number: PCT/US 00/23269

International Filing Date: 24 August 2000

Priority Date: 13 October 1999

For: A Pressure Differential Distribution System

Receiving Office: RO/US

Assignee: Ascent Systems, Inc.

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is executed as of the 28 day of July, 2000 between and among Brian E. Becker, individually, whose address is 11250 West Brandt Place, Littleton, CO 80127, Matthew L. Becker, individually, whose address is 11250 West Brandt Place, Littleton, CO 80127, Carl D. Becker, individually, whose address is 2818 Olympia Circle, Evergreen, CO 80439, and Ryan M. Becker, individually, whose address is 11250 West Brandt Place, Littleton, CO 80127 (each an "Assignor") and Ascent Systems, Inc., a Colorado corporation having its principal office at P. O. Box 260033, Lakewood, CO 80226 (the "Assignee").

WHEREAS a Patent Application under the Patent Cooperation Treaty (PCT) is being made for an Invention currently entitled "A Pressure Differential Distribution System" (the "Invention" which includes for the purpose of this assignment all improvements and subsequent continuations and applications on this technology);

WHEREAS the Assignor, either by him/herself or in conjunction with other individuals, may be an inventor of this Invention;

WHEREAS the Assignor acknowledges his/her obligation to assign all right, title and interest in the Invention to Assignee; and

WHEREAS the Assignor desires to formalize his/her obligation for assignment of all right,

title and interest to the Invention to Assignee to the extent he/she has any such rights worldwide;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Assignor warrants that:

a. he/she has the authority to assign all right, title and interest originated now or hereafter by him/her involving the Invention,

b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee, and

c. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.

2. The Assignor, for good and valuable consideration, hereby sells, grants, transfers, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including all improvements, changes, or other developments developed now or hereafter which are related to the subject matter of the Invention to the extent any such rights originate during his/her employment by the Assignee and originate with or from him/her or are ownable by him/her (whether independently or in combination with others), including, but not limited to:

a. all such worldwide rights to make, use, and sell the Invention, and to file for United States or foreign patents based upon the Invention,

b. the entire right, title and interest in and to any improvements, divisionals, substitutions, continuations and continuations-in-part thereof, all patents which may be granted thereon, and all reissues and extensions thereof,

c. all related rights in any country such as utility-model registrations, inventor's certificates and the like, and all right, title, and interest under any foreign government, and

d. all rights to any documents, notes, and evidence regarding any aspect of the Invention.

3. The Assignor covenants that he/she will not execute any agreement in conflict with this Assignment and will not take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. The Assignor covenants that he/she will promptly and continuously inform the Assignee of any articles, patents, or other references or prior art of which he/she becomes aware which may be material to the assessment of patentability of the Invention.

4. The Assignor further covenants and agrees that he/she will communicate to the Assignee any facts known to him/her respecting any improvements on the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute, foreign, and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee to obtain and enforce full protection and title in and to said Invention and related improvements in all countries without further consideration but at the expense of the Assignee.

5. The Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document.

6. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, and/or assigns, and may be recorded in the United States Patent and Trademark Office. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

Date: 7/28/00

Brian E. Becker
Brian E. Becker

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF JEFFERSON)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of JEFFERSON, State of Colorado, United States of America, by KATHRYN LUTES, this 28 day of JULY, 2000.
WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Kathryn Lutes
Notary Public My Commission Expires
My Commission Expires: 02-23-2002

Date: 7/28/00

Matthew L. Becker
Matthew L. Becker

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF JEFFERSON)

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Kathryn Lutes
Notary Public My Commission Expires
My Commission Expires: 02-23-2002

Date: 7/28/00

Carl D. Becker
Carl D. Becker

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF JEFFERSON)

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Kathryn Lutes
Notary Public
My Commission Expires: My Commission Expires
02-23-2002

Date: 7/28/00

Ryan M. Becker
Ryan M. Becker

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF JEFFERSON)

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Kathryn Lutes
Notary Public
My Commission Expires: My Commission Expires
02-23-2002