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Musick, Jeff L.	03	22	99
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Name	Richard J. Paul, Esq.		
Address (line 1)	Hiscock & Barclay, LLP		
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Correspondent Name and Address

Area Code and Telephone Number (315) 425-2774

Name Richard J. Paul, Esq.

Address (line 1) Hiscock & Barclay, LLP

Address (line 2) 221 South Warren Street

Address (line 3) Syracuse, New York 13202

Address (line 4)

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Patent Application Number(s)

Patent Number(s)

5844488

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indicated herein.

Richard J. Paul

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Signature

Date

ASSIGNMENT OF PATENT

WHEREAS, I, Jeff L. Musick, a citizen of the United States of America, residing at 4042 East 52nd Place, Tulsa, Oklahoma 74135, did obtain Letters of Patent of the United States of America for a bed sensor and alarm, which Letters Patent are numbered 5,844,488 and bear the date of December 1, 1998 (the "Patent"); and


WHEREAS, I, Jeff L. Musick, am the sole and exclusive owner of the Patent and the invention described and claimed therein, and of all rights in, to, and under the same; and

WHEREAS, Ultimate Safety, Inc. ("Ultimate Safety"), a Texas corporation having its principal place of business at 4237 Gatecrest, San Antonio, Texas 78217, is desirous of acquiring the entire right, title, and interest in and to the Patent.

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to me in hand paid by Ultimate Safety, and other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over to Ultimate Safety, the invention and the Patent aforesaid and any reissue of the Patent, the same to be held and enjoyed by Ultimate Safety, for its own use and enjoyment and the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term for which the Patent is granted or reissued, as fully and entirely as the same would have been held and enjoyed by me if this Assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Patent with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This assignment is subject to the terms of a contract requiring the payment of royalties and a security agreement securing the payment of same to Ultimate Development Corporation, an Oklahoma Corporation, c/o Ronald Main, 2815 East Skelly Drive, Suite No. 821, Tulsa, Oklahoma 74105.

DATE: 3 - 22 - 99


JEFF L. MUSICK