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PTO 1595
(Rev. 6-93)

RECORDATION COVER SHEET
PATENTS ONLY

J.S. Dept. Of Commerce
Patent & Trademark Office

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof. Atty. Docket: 1418.000

1. Name of conveying party(ies): 2. Name and Address of receiving party(ies):

Warren Matz

Name: MM Equities Ltd.
a Florida Corporation
ADDR: 2478 Inland Cove Road
Palm Beach Gardens, FL 33410

Nature of Conveyance

☒ Assignment ☐ Merger Additional name(s) & addresses: ☐ Yes
☐ Security Agm. ☐ Change of Name ☒ No
☒ Other AGREEMENT AFFECTING SALE OR TRANSFER

Execution Date: 10/27/00

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): B. Patent Registration No(s):

U.S. Patent No. 6,138,693

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party whom correspondence concerning document should be mailed: 6. Total number of applications and Patents involved: 1

Name: Michael A. Slavin
Internal Address: McHale & Slavin, P.A.

7. Total fee (37 CFR 3.41)...\$ 40.00
☒ Enclosed in check

Mail Address: 4440 PGA Blvd.,
Suite 402

City: Palm Beach Gardens State: FL Zip: 33410

☐ Charge to charge Dep. Acct.
8. Deposit Account No: _____

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.

Michael A. Slavin
Name of person signing
Reg. No: 34,016

[Signature] 10/27/00
Signature Date
Total number of pages including cover sheet, etc. 2

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PATENT
REEL: 011231 FRAME: 0039

ASSIGNMENT

INVENTOR/ASSIGNOR: Warren Matz
 Status: Individual
 Address: 13882 U.S. Highway One
 City: Juno Beach, State/Zip: FL, 33418

ASSIGNEE: MM Equities, Inc.
 Status: corporation
 Address: 2478 Inland Cove Road
 City: Palm Beach Gardens State/Zip: FL, 33410

U.S. Patent No. 6,138,693, Issue Date: 10/31/00

SEE ATTACHMENT A: AGREEMENT AFFECTING SALE OR TRANSFER

Assignor having made inventions and wherein some inventions have matured in Patent registrations of the United States, and the Assignee being desirous of acquiring the same; in consideration of One Dollar (\$1.00) and other good and valuable consideration, each Assignor hereby assigns to the Assignee, including its successors, assigns, heirs, administrators, all of the Assignor's right, title and interest in and to inventions; patent applications and registered patents.

Assignor assigns all of his right, title and interest in and to said inventions in all foreign countries, and all applications for Letters Patent in foreign countries on said inventions and any Letters Patents which may evolve therefrom, including the right to claim International Convention priority; and

Assignor agrees to execute any papers or perform any acts required to establish, vest or protect the Assignee's rights therein or required by Assignee to obtain said pending Applications or registered Patents, without any additional payment therefor, but without any expense to Assignor.

Date: 10-27-00

Warren Matz
 Warren Matz
 INVENTOR/ASSIGNOR

STATE OF FLORIDA)
)
 COUNTY OF PALM BEACH)



Cathy T. Nicholson
 Commission # CG 837944
 Expires June 27, 2003
 Bonded Thru
 Atlantic Bonding Co., Inc.

Before me this 27 day of October 2000, personally appeared the above named individual(s), to me known to be the person(s) who is described in, and who executed the foregoing assignment instrument and acknowledge to me that they executed the same of their own free will for the purpose therein expressed.

Cathy T. Nicholson
 Notary Public

Personally known JS
 or Product Identification JS

PATENT
REEL: 011231 FRAME: 0040

AGREEMENT AFFECTING SALE OR TRANSFER

This Agreement between Lynnda J. Matz and Warren W. Matz affects the sale or transfer of U.S. Patent No. 6,138,693 and shall be executed simultaneously with an Assignment of said Patent from Warren W. Matz to MM Equities Ltd.

In consideration of the mutual covenants hereinafter contained in the parties' Marital Settlement Agreement, Shareholders Agreement and hereinafter contained, Warren W. Matz agrees to assign his ownership of said patent to MM Equities Ltd.

Lynnda J. Matz and Warren W. Matz as general partners of MM Equities Ltd., agree that any sale, transfer or other matter that may encumber the patent in any manner whatsoever, shall be jointly agreed to in writing by Lynnda J. Matz and Warren W. Matz prior to any sale, transfer or occurrence of any other matter that may encumber the Patent or affect the signatory rights of the parties.

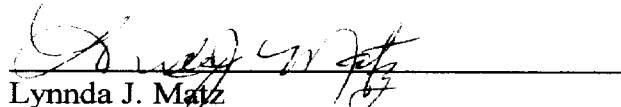
It is agreed that this Agreement shall attach to the Assignment executed by Warren W. Matz, as referenced by said Assignment, and shall be recorded with the United States Patent and Trademark Office under 37 CFR Section 1.331 as a document affecting title to said patent.

It is further agreed that any sale, transfer or occurrence of any other matter that affects the signatory rights contemplated by this Agreement, without the written signature of Lynnda J. Matz and Warren W. Matz, shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as a condition precedent to said Assignment.


Warren W. Matz

Date: 10-27-00


Lynnda J. Matz

Date: 10-27-00

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