


do hereby sell, assign and transfer, to ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to the said invention, in the United States of America, its territories, dependencies and possessions, and in all foreign countries, in and to any subsequently filed provisional or nonprovisional patent application of the United States, and in and to any Letters Patent of the United States and foreign countries (including all divisions, reissues, continuations and extensions thereof) that may be granted therefor, and in and to such other forms of protection of industrial property as may be granted therefor pursuant to the laws of any country, and the right to apply for Letters Patent and such other forms of protection of industrial property as may be provided by any country, with full benefit of such priorities as may now or hereafter be granted to us by local laws or by treaty or by international convention, together with the right to extend the protection of said United States Letters Patent to territorial possessions now owned or which may hereafter be acquired by the United States of America, for the full term for which said Letters Patent or said other forms of protection may be granted;

And we covenant and agree with ASSIGNEE that we have a full and unencumbered title to the invention hereby assigned, which title we warrant to ASSIGNEE;

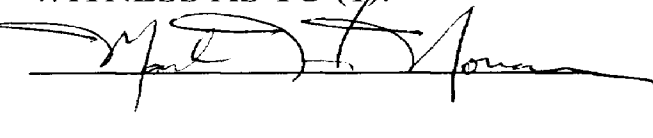
And we further agree that we will, at ASSIGNEE's request, without demanding further consideration therefor but entirely at ASSIGNEE's expense, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining or reissuing United States and foreign Letters Patent or said other forms of protection covering the invention hereby assigned, and for maintaining and perfecting ASSIGNEE's right to said invention, Letters Patent and other forms of protection, particularly in cases of interference and litigation.

IN WITNESS WHEREOF, we have respectively, hereunto set our hands and seals:

- (1) this 12th day of Jan 2000
1999
- (2) this 17th day of Jan , 1999 2000

(1)  (L.S.)
Michael G. Kelly

WITNESS AS TO (1):



(2) Yvette L. Palmer (L.S.)
Yvette L. Palmer

WITNESS AS TO (2):

Rosemary A. Clarke
Hyd. A. Clarke

STATE OF NEW JERSEY)
 : SS:
COUNTY OF MIDDLESEX)

On this 17 day of January, 2000, before me personally appeared

(2) Yvette L. Palmer

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

Marie Arcaro

Notary Public

MARIE ARCARO
MY COMMISSION EXPIRES
ON JUNE 9, 2004

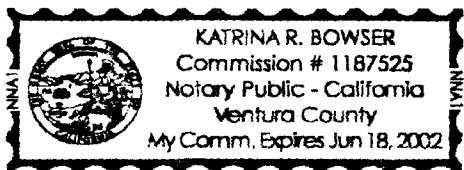
MARIE ARCARO
MY COMMISSION
ON JUNE 9, 2004

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA : SS:
)

On this 12th day of January, 2000, before me personally appeared ~~1999~~

(1) Michael G. Kelly

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.



Katrina R. Bowser
Notary Public