FORM PTO-1595 (modified)
(Rev 6-93)

RECOF

U.S. DEPARTMENT OF COMMERCE

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Patent and Trademark Office

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101595869

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

1. Name of conveying party(ies):

Boris KOBRIN (01/02/01) Edward OSTAN (11/15/00) 2. Name and address of receiving party(ies):

Unaxis USA Inc. 10050 16th Street North St. Petersburg, FL 33716



Additional conveying party(ies)

NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

11/15/00 and 01/02/01

Additional name(s) & address(es) attached?

NO

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

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):

09/658,023

Additional numbers attached? NO

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

Michael D. Kaminski FOLEY & LARDNER

Washington Harbour

3000 K Street, N.W., Suite 500

Washington, D.C. 20007-8696

6. Total number of applications/patents involved:

7. Total fee (37 C.F.R. § 3.41):

\$40.00

X Check Enclosed

Charge to deposit account

8. Deposit account number:

19-0741

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michael D. Kaminski

Muera O. Kamusen

01/18/01

Name of person signing

Signature

Date

1/29/2001 DBYRNE 00000165 09658023

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

01 FC:581

40.00 DP

PATENT REEL: 011451 FRAME: 0844

ASSIGNMENT AND AGREEMENT

WHEREAS, Boris KOBRIN of 1100 Gough Street, Apt. 15E, San Francisco, California 94109, and Edward OSTAN of 7846 10th Avenue South, St. Petersburg, Florida 33707, (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled MAGNETIC POLE FABRICATION PROCESS AND DEVICE (Atty. Dkt. No. 026827/0154) for which an application for United States Letters Patent was filed on September 8, 2000 as Application No. 09/658,023; and

WHEREAS, UNAXIS USA INC., having its principal place of business at 10050 16th Street North, St. Petersburg, FL 33716 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in view of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAME AND SIGNATURE OF INVENTORS		
Name: Boris KOBRIN	Signature:	Date: 01.02.01
Name: Edward OSTAN	Signature:	Date:
r	NAME AND SIGNATURE OF WITNES	SES
Name:	Signature:	Date:
Name:	Signature:	Date:

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PATENT REEL: 011451 FRAME: 0847 ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

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NAME AND SIGNATURE OF INVENTOR			
Name: Boris KOBRIN	Signature:	Date:	
Name: Edward OSTAN	Signature:	Date: 11-15-00	
NAME AND SIGNATURE OF WITNESSE			
Name:	Signature:	Date:	
Name:	Signature:	Date:	