

FORM PTO-1595 (Rev. 6-93)

REC

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HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



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Tab settings

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

1. Name of conveying party(ies):

DAVID GASPAROVIC

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

2. Name and address of receiving party(ies)

Name: HATCHBACKS, INC.

Internal Address:

Street Address: 333 S. STATE ST.

SUITE V - #355

City: LAKE OSWEGO State: OR ZIP: 97034

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: MAY 11, 2001

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: MUD 6/11/01

A. Patent Application No.(s)

B. Patent No.(s)

6,189,239 B1

Additional numbers attached? Yes No

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

Name: DAVID GASPAROVIC

Internal Address: c/o HATCHBACKS, INC.

Street Address: 333 S. STATE ST.

SUITE V - #355

City LAKE OSWEGO State: OR ZIP: 97034

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-1405

(Attach duplicate copy of this page if paying by deposit account)

7/10/2001 JJALLAH2 00000009 501405 6189239

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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.

DAVID GASPAROVIC

Name of Person Signing

David Gasparovic

Signature

5/11/01

Date

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT

KNOW ALL PERSONS BY THIS INSTRUMENT THAT, as of May 11, 2001, the undersigned ("Assignor") does hereby irrevocably and forever sell, assign, and transfer to Hatchbacks, Inc., an Oregon corporation ("Assignee"), and its successors and assigns, all of Assignor's rights, title, and interests in and to the following assets, free and clear of all liens, encumbrances, and claims, in exchange for 8,000,000 newly issued common shares of Assignee:

1. All rights, title, and interests in and to that certain U.S. Patent No. 6,189,239-B1, issued on February 20, 2001, including all U.S. and all foreign licenses, patent applications, patent rights, patent priority rights, and all divisions, continuations, reissues, and extensions thereof (all such rights, title, and interests shall be referred to collectively as the "Patent");
2. All intellectual property, including all copyrights, trademarks, and other patents, relating to all children's shoes developed by Assignor (collectively, "Intellectual Property"); and
3. Any and all other assets relating to all children's shoes developed by Assignor, including any and all business plans, marketing materials, shoe samples, shoe designs, other tangible assets, and other intangible assets (collectively, "Assets").


This Assignment shall be governed by and construed only under Oregon law. The Patent, Intellectual Property, and Assets shall be referred to collectively as the "Technology".

The Technology shall be held and enjoyed by Assignee for Assignee's use and benefit and for Assignee's successors and assigns, to the full extent of the term for which letters patent may be granted in the U.S. or in any foreign country, as fully and entirely as the same would have been held by Assignor had this Assignment not been executed.

Assignor represents, warrants, and covenants to Assignee and Assignee's successors and assigns that: (i) there are no debts, liens, encumbrances, or third party rights relating to or affecting the Technology; (ii) Assignor has exclusive, full, complete, good, and marketable title to the Technology, free and clear of any and all debts, liens, encumbrances, or third party rights; (iii) Assignor has the unfettered right to sell the Technology to Assignee; (iv) there is no pending or threatened litigation relating to the Technology; and (v) Assignor and Assignor's successors shall warrant, indemnify, and defend forever the sale of the Technology to Assignee against all claims and demands of any third party.


Assignor shall provide prompt written notice to Assignee and Assignee's successors and assigns of any and all third party claims or demands relating to or affecting the Technology. Upon Assignee's request, Assignor shall: (a) execute, deliver, do, or make, or cause to be executed, delivered, done, or made, all agreements, oaths, documents, instruments, papers, filings, acts, or assurances (supplemental, confirmatory, or otherwise) as may be requested by Assignee for the purpose of or in connection with carrying out the provisions hereof; (b) testify in any and all legal proceedings; (c) execute and deliver all divisional, continuing, and reissue applications; and (d) do everything possible to assist Assignee and Assignee's successors and assigns in obtaining and enforcing proper patent protection for the Technology in the U.S. or in any foreign country. Time shall be of the essence for Assignor's performance of all covenants in this Assignment.

ASSIGNOR:



David Gasparovic, Individually

ASSIGNEE: Hatchbacks, Inc.



David Gasparovic, President

PATENT

RECORDED: 06/11/2001

REEL: 011944 FRAME: 0595