



08-30-2001



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Leon Cooper
29706 Baden Place
P.O. Box 6030
Malibu, CA 90265
8-23-01
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Leon Cooper, Trustee of the Exemption Trust Under the Leon Cooper and**
Internal Address: **Alberta J. Cooper 1986 Trust**
29706 Baden Place
P.O. Box 6030
Malibu, CA 90265
Street Address: **29706 Baden Place**
P.O. Box 6030
City: **Malibu** State: **CA** Zip: **90265**
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **June 1, 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: **N/A**
A. Patent Application No.(s)
N/A
B. Patent No.(s) **5,139,699**
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **William Russell, Esq.**
Internal Address: **Freeborn & Peters**
311 South Wacker Drive, Suite 3000
Chicago, IL 60606-6677
Street Address: _____
311 South Wacker Drive, Suite 3000
City: **Chicago,** State: **IL** Zip: **60606-6677**

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:
500830
(Attach duplicate copy of this page if paying by deposit account)

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.
William Russell, Esq. *William Russell* **June 2001**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **4**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

08/29/2001 DBYRNE 00000164 500830 5139699

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PATENT
REEL: 012110 FRAME: 0122

ASSIGNMENT OF PATENTS

This Assignment of Patents ("Assignment") is made effective as of this 1st day of June, 2001, by Leon Cooper, an individual, residing at 29706 Baden Place, P.O. Box, Malibu, California 90265 (hereinafter "Assignor").

WHEREAS, pursuant to that certain Asset Allocation Agreement (the "AAA"), dated as of July 3, 1994, by and among Assignor and Leon Cooper, as Trustee of the Exemption Trust Under the Leon Cooper and Alberta J. Cooper 1986 Trust residing at 29706 Baden Place, P.O. Box, Malibu, California 90265 (hereinafter "Assignee"), Assignee acquired a **50% tenants in common ownership interest**, among other things, certain patents and patent applications filed by and/or issued to Assignor in the United States Patent and Trademark Office (collectively, the "Patents"), listed on **Schedule A** hereto;

WHEREAS, the Patents listed on the attached **Schedule A** were among the assets Assignor assigned to Assignee, which assignment was without a formal patent assignment document of a kind suitable for recording in the United States Patent and Trademark Office or in other patent offices; and

WHEREAS, Assignee now desires a patent assignment document suitable for recording in the United States Patent and Trademark Office and in other patent offices with respect to the Patents.

NOW THEREFORE, in consideration of the promises and covenants contained herein and the mutual promises, covenants, warranties and representations contained in the AAA, the parties hereby agree as follows:

1. Assignments.

The Assignor hereby confirms the aforesaid assignment in fact and does hereby assign, transfer and convey, as of June 1, 2001, and/or as of the time prior to the present when such assignment was in fact consummated, to Assignee, and its successors and assigns, all the Assignor's rights, title, and interest in and to the Patents (including improvements thereof), and in and to any registrations and renewals that may be granted thereon, all applications that have been filed in connection therewith (including continuations, continuations-in-part, extensions or divisions thereof) and any and all inventions or improvements disclosed in such applications, and any letters patent of the United States and foreign countries, which may be obtained on any such applications, and in any reissue or extension of said Patents.

2. Letters of Patents

The Assignor hereby authorizes and requests the United States Patent and Trademark Office to issue any letters patent in connection with any application for the Patents to, and in the name of, the Assignee.

3. Further Assurances.

The Assignor hereby agrees, upon the request, and at the expense of the Assignee, its successors, and assigns, to execute and deliver any and all divisional, continuation and renewal or substitute applications for the Patents or improvements thereof, and any application for reissue or extension or any request for the reexamination of any letters patent that may be granted upon said applications, and any necessary oath or supplemental oath or affidavit or declaration relating thereto, that the Assignee, its successors and assigns may deem necessary or expedient.

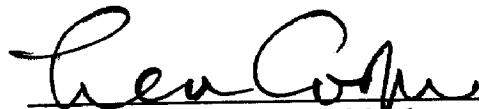
4. Miscellaneous.

(a) This Assignment shall be governed by and construed in all respects in accordance with the laws of the State of Illinois without regard to its conflicts of law rules.

(b) Assignor and Assignee agree that this Assignment shall inure to the benefit of and be binding upon each of their respective agents, representatives, shareholders, officers, directors, employees, assigns, heirs, subsidiaries, parent companies, and predecessor or successor companies.

(c) This Assignment and the AAA and any agreements contemplated within the AAA constitute the entire agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, between them relating to the subject matter hereof. No other promises or agreements shall be binding upon the parties with respect to this subject matter unless contained in this Assignment or separately agreed to in writing and signed by an authorized representative of each of the parties.

ASSIGNOR:



Leon Cooper, an individual

SCHEDULE "A"

Patents

<u>Patent No.</u>	<u>Docket No.</u>	<u>Date Issued</u>	<u>Title</u>	<u>Status</u>
5,139,699*	M524-E	08/18/92	Spray Formulation for the Testing of Smoke	Current Maintenance Fees Paid

* 50% tenants in common interest only (other 50% tenants in common interest is owned by Leon Cooper, Trustee of the Exemption Trust Under the Leon Cooper and Alberta J. Cooper 1986 Trust).