FORM PTO-1619A Expires 06/30/99 OMB 0651-0027 12-18-2001



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RECORDATION FORM COVER SHEET

U.S. Department of Commerce Patent and Trademark Office

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FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT	
Correspondent Name and Address Area Code and Telephone Number (559) 447-186 Z			
Name RICHARD A	,		
Address (line 1) JAS INDUSTRIES, INC.			
Address (line 2) 8469 N. MILLIBROOK AVR., SUITE 104			
Address (line 3) FRESNO, CA 93720			
Address (line 4)			
Pages Enter the total number of pages of the attached conveyance document including any attachments.			
Application Number(s) or Pa	tent Number(s) Mark	if additional numbers attached	
	nber or the Patent Number (DO NOT ENTER BOTH number		
Patent Application Num		ent Number(s)	
	4,779,379		
			
If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was Month Day Year			
signed by the first named executing inventor.			
Patent Cooperation Treaty (F	PCT)		
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has not been assigned. Number of Properties			
Enter the total number of properties involved. #			
Fee Amount Fee	e Amount for Properties Listed (37 CFR 3.41):	\$ 40.00	
Method of Payment: Deposit Account	Enclosed 🔀 Deposit Account 🗌		
(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: # MA			
	Authorization to charge additional fees:	Yes No	
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. Charges to deposit account are authorized, as			
indicated herein.			
KICHARD A. KY	AN Michael A. 14 an	1 10/36/01	
Name of Person Signing	Signature 🗸	Date [']	

PATENT REEL: 012365 FRAME: 0232

INTELLECTUAL PROPERTY ASSIGNMENT (JAS Industries, Inc. - Howard/Devrecon)

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made by JAS INDUSTRIES, INC. ("JAS"), a California corporation, to assign certain intellectual property rights to GLENN HOWARD ("Howard"), an individual, and DEVRECON CORPORATION ("Devrecon"), a California corporation.

RECITALS:

- A. This Assignment is made by JAS to reassign to Howard and Devrecon the following intellectual property rights (the "Assigned Rights"):
 - 1. From JAS to Howard the entire right, title and interest in and to United States Letters Patent No. 6,009,670 (the "' 670 Patent") for the invention titled "Gate Operator for Vertical Gate Movement" issued on January 4, 2000;
 - 2. From JAS to Devrecon the entire right, title and interest in and to United States Letters Patent No. 4,779,379 (the "379 Patent") for the invention titled "Gate Operator" issued on October 25, 1988; and
 - 3. From JAS to Howard the entire right, title and interest in and to United States Trademark Registration No. 1,486,730 (the "Trademark") for the trademark "JAS" for "Electrically and battery powered gate operators" filed on March 19, 1987.

NOW THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JAS hereto covenants as follows:

ASSIGNMENT OF RIGHTS

existing and future right, title and interest in and to the '670 Patent including without limitation, the right to: (i) manufacture, use or sell any product utilizing the '670 Patent; (ii) to sue for infringement; (iii) grant licenses and sublicenses to third parties; (iv) obtain patents on any improvements to the '670 Patent; (v) file applications for and receive patents on the invention set forth in the '670 Patent in countries foreign to the United States; and (vi) claim priority in and to the '670 Patent or any continuation, division, renewal, or substitute thereof, and to any reissue or re-examination thereof.

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- (b) '379 Patent. JAS hereby wholly assigns to Devrecon all of its existing and future right, title and interest in and to the '379 Patent including without limitation, the right to: (i) manufacture, use or sell any product utilizing the '379 Patent; (ii) to sue for infringement; (iii) grant licenses and sublicenses to third parties; (iv) obtain patents on any improvements to the '379 Patent; (v) file applications for and receive patents on the invention set forth in the '379 Patent in countries foreign to the United States; and (vi) claim priority in and to the '379 Patent or any continuation, division, renewal, or substitute thereof, and to any reissue or re-examination thereof.
- (c) <u>Trademark</u>. JAS hereby wholly assigns to Howard all of its existing and future right, title and interest in and to the Trademark, including without limitation, all goodwill associated with the Trademark, claims to priority of use of the Trademark and right to file for trademark protection in any country foreign to the United States.
- 2. <u>NO CONFLICTING GRANTS</u>. JAS hereby covenants and represents that JAS has the right to grant this Assignment and has not granted to any other person, firm, corporation or other entity any right, license or privilege of any kind relating to the Assigned Rights.

3. MISCELLANEOUS PROVISIONS

- (a) <u>Binding Effect</u>. Every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, transferees, and assigns.
- (b) <u>Severability</u>. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

Executed on October 30, 2001, at Fresno, California.

"JAS"

JAS Industries, Inc.

Richard A. Ryan, President

RECORDED: 10/30/2001

JAS Industries, Inc.

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