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PATENTS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID#

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1)   If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
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PATENT  
REEL: 012499 FRAME: 0774

**Correspondent Name and Address**      Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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**Pages**      Enter the total number of pages of the attached conveyance document including any attachments.      #

**Application Number(s) or Patent Number(s)**       Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text" value="09840313"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.      Month    Day    Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT     PCT     PCT

PCT     PCT     PCT

**Number of Properties**      Enter the total number of properties involved.      #

**Fee Amount**      Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:      Enclosed       Deposit Account

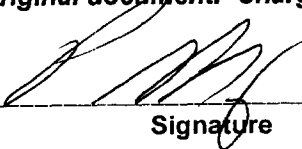
Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:      #

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.*

Peter R. Martinez            12.4.01

Name of Person Signing      Signature      Date

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("AGREEMENT") is made as of November 14, 2001 by and between Nology Engineering, Inc., a California corporation ("Nology"), and Omnitek Engineering Corp., a California corporation ("Omnitek").

### RECITALS

A. Whereas, Omnitek is a newly organized California corporation and wholly-owned subsidiary of Nology which was formed for the specific purpose of acquiring certain assets of Nology, including those certain Intellectual Properties as set forth herein and the membership interest of Sinology LLC, a California Limited Liability Company ("Sinology") owned by Nology, and as described in that certain Assignment of Limited Liability Membership Interest Agreement executed concurrently herewith.

B. Whereas, Omnitek will provide the vehicle to continue the research and development of products derived from the Intellectual Properties, and to expand the markets for such products as well as any products produced by Nology and marketed by Sinology.

C. Whereas, Omnitek will acquire the Intellectual Properties as set forth herein, and Membership Interests referenced above, in consideration of an aggregate of 2,536,007 restricted shares of the common stock of Omnitek.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

### ARTICLE 1.

#### DEFINITIONS

1.1 The terms as used in this Agreement shall, unless the context clearly indicates to the contrary, have the meanings set forth in this Article 1.

1.2 "EFFECTIVE DATE" means that date set forth above.

1.3 "SUBSIDIARIES" means any corporation, company or other entity controlled by, controlling, or under common control with, either party hereto. As used herein, the term "control" means ownership or control, direct or indirect, now or hereafter during the term of this Agreement, of more than fifty percent (50%) of the outstanding shares or interest entitled to vote for the election of directors (other than any shares or stock whose voting rights are subject to restriction) of such corporation, company or other entity. Any corporation, company or other entity that would at any time be a Subsidiary of Nology or Omnitek, as the case may be, by reason of the foregoing shall be considered a Subsidiary for the purposes of the Agreement only so long as such control exists.

1.4 "INTELLECTUAL PROPERTIES" means the United States patent application entitled "Apparatus and Method for Combustion Initiation," US patent application number #09/840,313, and any patents that may issue based on such applications, and the international counterpart applications based on such applications, if any.

## ARTICLE 2.

### ASSIGNMENT OF INTELLECTUAL PROPERTIES

2.1 Intellectual Properties. Nology hereby assigns to Omnitek all rights, title and interest in and to the Intellectual Properties.

2.2 Form of Assignments and Transfers, Recordation. Nology agrees to complete and execute assignment and transfer forms for any Intellectual Properties acquired by Omnitek under this Agreement as may be advantageous, and to provide such forms to Omnitek for recording in the various patent and intellectual property offices; however, the legal title for the Intellectual Properties shall pass to Omnitek on the Effective Date of this Agreement, and shall not be delayed by any delays in the process of executing, filing or recording of such assignment and transfer forms. For international applications under the Patent Cooperation Treaty to be transferred under this Agreement, Nology shall transfer such applications to Omnitek in compliance with the applicable laws. Omnitek agrees to complete and sign any documents necessary or convenient to accept or effect the transfers under this Agreement. The recording of such forms and the expense for the recording and filing of the assignment and transfer forms shall be the responsibility of Omnitek.

2.3 Transfer of Files and Materials. Nology agrees to provide, by instructions to its patent counsel, that the originals of patent prosecution files be transferred to Omnitek, or to the counsel specified by Omnitek, for Intellectual Properties acquired by Omnitek under this Agreement. Such files transferred to Omnitek pursuant to this Section 2.3 shall be owned by Omnitek and shall be the Confidential Information of Omnitek, and Nology and its counsel shall not be entitled to retain copies of such files. Should Omnitek determine that materials or documents are missing from such files, it shall promptly notify Nology, and Nology agrees to use reasonable efforts to locate such materials or documents and promptly forward the same to Omnitek or its counsel.

2.4 Cooperation During Patent Prosecution. To the extent that Nology and Omnitek are prosecuting counterpart patent applications, Omnitek and Nology shall keep each other informed and provide each other with copies of office actions, amendments, prior art statements, search reports and other documents concerning such counterpart applications; and such documents shall be considered the Confidential Information of the party supplying such documents.

2.5 Consent to Use of Counsel. Nology has used various law firms for the filing and prosecution of the Intellectual Properties. Nology hereby consents that Omnitek may use such law firms, should Omnitek wish, for the continued prosecution of Intellectual Properties transferred from Nology to Omnitek pursuant to this Agreement. Omnitek shall have no obligation to use such law firms. Should Omnitek determine to use such law firms,

Nology shall have no obligation to pay for any fees or expenses of such law firms that were not incurred at Nology's request or direction.

### ARTICLE 3.

#### CONSIDERATION

3.1 Consideration. Omnitek agrees to issue to Nology 2,536,007 shares of Omnitek Common Stock in aggregate in exchange for the transfer and assignment to Omnitek of the Intellectual Properties and the membership interests of Sinology, LLC, a California Limited Liability Company owned by Nology, and as described in that Certain Assignment of Limited Liability Membership Interest Agreement executed concurrently herewith; the issued shares shall represent the total fee for the transfer and assignment of the Intellectual Properties and the Membership Interests.

### ARTICLE 4.

#### WARRANTY

4.1 Warranty Disclaimer. Nology provides Omnitek its Intellectual Properties on an "AS-IS" basis only, except that Nology warrants that any Intellectual Properties acquired by Omnitek under this Agreement are owned by Nology. Both Omnitek and Nology recognize that valid patents may not issue on the Intellectual Properties transferred under this Agreement for a variety of reasons, that prior art may invalidate patents issuing on such Intellectual Properties, that third parties may obtain blocking patents, or that other obstacles may occur; but Omnitek has evaluated such risks and taken account of such risks in the terms of this Agreement. Omnitek has had a full opportunity to evaluate all aspects of the Intellectual Properties.

4.2 No Licenses. No licenses have been granted by Nology to third parties regarding the Intellectual Properties prior to this Agreement; and the transfer of ownership of Intellectual Properties pursuant to this Agreement is not subject to any licenses granted by Nology.

4.3 Warranty Limitations. Nothing contained in this Agreement, unless otherwise agreed to in writing by both Omnitek and Nology, shall be construed as:

- (a) a warranty or representation that the manufacture, use, sale or other disposal of any articles of manufacture by the other party under this Agreement will be free from infringement of patents or any other intellectual property rights of any third party; or
- (b) conferring any right to use in advertising, publicity or otherwise, any trademark, trade name or names, or any contraction, abbreviation or simulation thereof, of either party; or
- (c) conferring by implication, estoppel or otherwise, any license or other right except for the license expressly granted hereunder; or

(d) an obligation to furnish any technical information or know-how except as otherwise specifically provided herein.

#### ARTICLE 5.

##### TERM

5.1 Term. This Agreement shall become effective and come into full force on the Effective Date and is perpetual. The Agreement shall not be effective and shall have no force prior to the Effective Date.

5.2 Termination on Default. Except as otherwise provided elsewhere herein, if either party fails to perform any material obligation under this Agreement, then, the non-defaulting party may terminate this Agreement forthwith upon written notice to the defaulting party, unless the breach has been cured within 30 days after a notice of such breach is given.

5.3 Post-Termination Activities. In the event of any termination of this Agreement, the parties shall cooperate in good faith to conclude any ongoing activities related to this Agreement provided, however, that neither party shall be obligated to incur any material expense in connection with such cooperation or otherwise take actions that may result in a material detriment to such party.

#### ARTICLE 6.

##### SURVIVALS

6.1 Survivals. Except as otherwise explicitly provided in this Agreement, the parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, or expiration of this Agreement shall survive such termination, cancellation, or expiration.

#### ARTICLE 7.

##### CONFIDENTIALITY

7.1 Definition. The term "Confidential Information" shall mean any information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with performance of this Agreement which is in written, graphic, machine readable or other tangible form and is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature. Confidential Information may also include orally disclosed information, provided that such information is designated as confidential at the time of disclosure and included in a written summary sent by the Disclosing Party to the Receiving Party within thirty (30) days after its oral disclosure, and which is marked in a manner to indicate its confidential nature.

7.2 Confidentiality Obligations. Receiving Party shall keep and shall cause its Subsidiaries to keep any Confidential Information, including but not limited to the Technical Information disclosed by the Disclosing Party hereunder, in confidence, and shall

not disclose such Confidential Information to any third party during the term of this Agreement or at any time thereafter. The Receiving Party shall only permit disclosure of the Confidential Information to the Receiving Party's employees or consultants (who are bound by written confidentiality agreements imposing substantially the same obligations as set forth herein) who have a need to know and shall not use the Confidential Information for any purpose other than the purpose contemplated by this Agreement in connection with which such Confidential Information is disclosed. The Receiving Party agrees to obtain any necessary consents from third parties before Confidential Information is disclosed from the Disclosing Party to the Receiving Party under this Agreement.

7.3 Confidentiality for Have-Made Manufacturers. Each party shall cause any of its have-made manufacturers having access to the Confidential Information of the other party to comply with the confidentiality obligation set forth in this Article 7 by entering into a Confidentiality Agreement with such manufacturer that imposes upon the manufacturer, confidentiality obligations substantially the same as set forth herein.

7.4 Exceptions. The confidentiality obligations set forth in this Article 7 shall not apply to any information which:

- (a) is rightfully in the possession of the Receiving Party prior to receipt from the Disclosing Party; or
- (b) is publicly known through no fault of the Receiving Party; or
- (c) is rightfully received by the Receiving Party from a third party without the breach of any restriction on disclosure; or
- (d) is independently developed by the Receiving Party provided that the Receiving Party provides substantial documentation of such independent development and demonstrates that such independent development was accomplished without any reference to or based upon the Confidential Information; or
- (e) is disclosed after obtaining the prior written consent of the Disclosing Party; or
- (f) is disclosed pursuant to applicable laws, regulations or court order, provided that the Receiving Party shall give the Disclosing Party prompt notice of such request so that the Disclosing Party has an opportunity to defend, limit or protect such disclosure; or
- (g) is established to be in the public domain other than as a consequence of a breach of an obligation undertaken not to disclose the information; or
- (h) is approved for release by prior written consent of the Disclosing Party; or

(i) is disclosed to the Receiving Party by a third party having no obligation to the Disclosing Party to keep the information on confidence; or

(j) is made public by the Disclosing Party.

7.5 Non-Disclosure. Neither party hereto shall disclose any Confidential Information, obtained from the other party in the course of business under this Agreement to any third party during the term of this Agreement or at any time thereafter.

#### ARTICLE 8.

##### ASSIGNMENT

8.1 Assignment. The Agreement and the licenses granted herein shall inure to the benefit of the parties hereto and, within the limitations set forth in Sections 1.3, hereof, to the Subsidiaries of the parties hereto. Neither party hereto nor any of its Subsidiaries shall assign or transfer any rights, privileges or obligations hereunder or thereunder without the prior written consent of the other party hereto, except that Omnitek may assign this Agreement to a person or entity into which it has merged or which has otherwise succeeded to all or substantially all of its business and assets, and which has assumed in writing or by operation of law its obligations under this Agreement.

#### ARTICLE 9.

##### NOTICES

9.1 Notices. Any notice, demand, claim or other communication under this Agreement shall be in writing and shall be deemed to have been given (i) upon the delivery thereof if delivered personally (including, without limitation, by courier), (ii) three days after being sent by certified mail, return receipt requested, postage prepaid, or (iii) upon receipt of confirmation of a telecopy transmission, in each case to the Parties at the following addresses (or at such other address as a Party may specify by notice to the other):

If to Nology:

Nology Engineering, Inc.  
Attn: Werner Funk  
1945 S. Rancho Santa Fe Road  
San Marcos, California 92069  
Phone Number: (760) 591-0888  
Fax Number: (760) 591-0880

If to Omnitek:

Omnitek Engineering Corp.  
Attn: Werner Funk  
1945 S. Rancho Santa Fe Road  
San Marcos, California 92069  
Phone Number: (760) 591-0888  
Fax Number: (760) 591-0880



With copy to:

Wenthur & Chachas  
Attn: George Chachas  
4180 La Jolla Village Drive  
Suite 500  
La Jolla, CA 92037  
Phone Number: (858) 457-3800  
Fax Number: (858) 457-3691

Either party may change its address by a notice given to the other party in the manner set forth above. Notices given as herein provided shall be considered to have been given fourteen (14) days after the mailing thereof.

ARTICLE 10.AMENDMENT

10.1 Amendment. No oral explanation or oral information by either part hereto shall alter the meaning or interpretation of the Agreement. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and duly executed by a duly authorized officer of the parties.

ARTICLE 11.GOVERNING LAW

11.1 Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects in accordance with the laws of the State of California, without regard to its conflicts of law principles.

ARTICLE 12.CHOICE OF FORUM

12.1 Forum. Any action arising out of or related to this Agreement or the transaction herein described, whether at law or in equity, not otherwise subject to Arbitration under Article 13 hereof including, without limitation, the enforcement of any award, the seeking of injunctive relief to prevent or restrain infringement of valid intellectual property rights, may be instituted in and litigated in the Federal or State Courts of San Diego County, California.

ARTICLE 13.ARBITRATION

13.1 Except as otherwise provided in the attachments hereto, any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the then prevailing Commercial Arbitration Rules of the American Arbitration Association (the "AAA") as such rules may be modified herein.

13.2 An award rendered in connection with arbitration pursuant to this Article shall be final and binding and judgment upon such an award may be entered and enforced in any court of competent jurisdiction.

13.3 The forum for arbitration under this Article shall be agreed upon by the Parties, or, failing such agreement, shall be California.

13.4 Arbitration shall be conducted by a single arbitrator selected jointly by Nology and Omnitek. If within 30 days after a demand for arbitration is made, Nology and Omnitek are unable to agree on a single arbitrator, three arbitrators shall be appointed. Within 30 days after such inability to agree, Nology and Omnitek shall each select one arbitrator and those two arbitrators shall then select a third arbitrator unaffiliated with either Party. In connection with the selection of the third arbitrator, consideration shall be given to familiarity with corporate divestiture transactions and experience in dispute resolution between parties, as a judge or otherwise. If the arbitrators selected by Nology and Omnitek cannot agree on the third arbitrator within such 30 day period, they shall promptly thereafter discuss the qualifications of such third arbitrator with the AAA prior to selection of such arbitrator, which selection shall be in accordance with the Commercial Arbitration Rules of the AAA.

13.5 If an arbitrator cannot continue to serve, a successor to an arbitrator selected by Nology or Omnitek, as the case may be, also shall be selected by the same Party, and a successor to the neutral arbitrator shall be selected as specified in subsection (d) of this Article. A full rehearing will be held only if the neutral arbitrator is unable to continue to serve or if the remaining arbitrators unanimously agree that such a rehearing is appropriate.

13.6 The arbitrator or arbitrators shall be guided, but not bound, by the Federal Rules of Evidence and by the procedural rules, including discovery provisions, of the Federal Rules of Civil Procedure. Any discovery shall be limited to information directly relevant to the controversy or claim in arbitration.

#### ARTICLE 14.

##### SEVERABILITY

14.1 Severability. Should any clause, sentence, or paragraph of this Agreement judicially be declared to be invalid, unenforceable, or void, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement unless the economic equity of the parties is materially affected thereby.

#### ARTICLE 15.

##### FORCE MAJEURE

15.1 In the event of acts of God, war, blockade, insurrection, mobilization or any other actions of Government authorities, riots, civil commotion, warlike conditions, strikes, lockout, shortage or control of power supply, plague or other epidemics, fire, flood, tidal

waves, typhoon, hurricane, cyclone, earthquake, lightning, explosion, or any other causes beyond the reasonable control of either party or Force Majeure, neither party shall be liable for any default in performance of this Agreement arising therefrom.

#### ARTICLE 16.

#### LIMITATION OF LIABILITY

16.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGE OF ANY KIND, (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR DATA) WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH LOSS.

#### ARTICLE 17. ENTIRE AGREEMENT

17.1 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them, and neither of the parties shall be bound by any modification of this Agreement, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date hereof in writing and signed by a duly authorized representative of the party to be bound thereby.

#### ARTICLE 18.

#### COMPLIANCE WITH LAWS

18.1 Each party shall at all times and at its own expense comply in all material respects to all applicable laws and regulations of the United States and other governments (and political subdivisions thereof) and any applicable notification requirements related to the transactions contemplated by this Agreement including, without limitation, documentation and fees associated with the Import/Export of the Products or any documentation or licenses related to the use thereof and obtaining any governmental approvals related to the performance of either party hereunder.

#### ARTICLE 19.

#### COOPERATION

19.1 Each of the parties agrees to do such further acts and to execute and deliver such additional documents as are reasonably necessary or appropriate to give effect to the transactions contemplated by this Agreement and carry out the purpose and intent of this Agreement.

#### ARTICLE 20.

#### EQUITABLE RELIEF

20.1 The parties acknowledge and agree that any unauthorized use, transfer or copying of the Confidential Information will cause irreparable injury to the Disclosing Party by substantially diminishing the value of the Disclosing Party's trade Secrets and other

proprietary rights contained in the Confidential Information. Therefore, if the Receiving Party (including its employees and consultants) attempts to use, transfer, copy, license, assign or otherwise convey the Confidential Information in any manner contrary to the terms of the Agreement, the Disclosing Party shall, in addition to any other remedies available to it, have the right to enjoin, preliminary and permanently, the Receiving Party from any such act, and the Receiving Party hereby acknowledges that other remedies are inadequate and consents to such injunction, provided that the court being requested to provide such remedy would otherwise find adequate grounds for such remedy.

#### ARTICLE 21.

##### TIME LIMITATION ON ACTIONS

21.1 Actions however asserted under this Agreement shall be commenced within one (1) year from the date the cause of action accrues.

#### ARTICLE 22.

##### DUE EXECUTION

22.1 Each party hereto warrants and represents to the other that the acceptance, execution and delivery of this Agreement has been duly authorized, and that all corporate actions and other steps necessary to make the acceptance of this Agreement and all the terms hereof valid and binding obligations have been duly taken.

#### ARTICLE 23.

##### APPROVALS AND SIMILAR ACTIONS

23.1 Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by the Agreement.

#### ARTICLE 24.

##### RIGHTS AND REMEDIES

24.1 Except as otherwise expressly provided herein, the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies any party could have at law or in equity or otherwise.

#### ARTICLE 25.

##### COUNTERPARTS

25.1 This Agreement may be executed in one or more counterparts all of which taken together will constitute one and the same instrument.

**ARTICLE 26.**

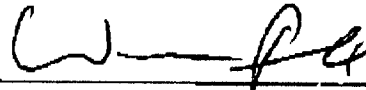
**HEADINGS**

26.1 Headings of articles and other provisions of this Agreement are for convenience only, and do not alter the meaning of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement, on the dates below indicated.

**Nology Engineering Inc.**

Dated: 11-12-01



By: Werner Funk  
Its: President

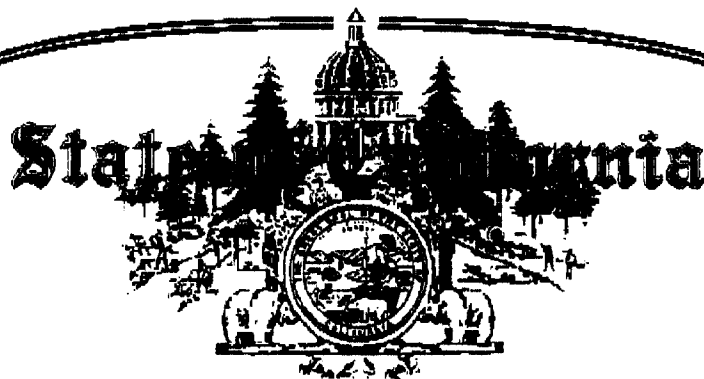
**Omnitek Engineering Inc.**

Dated: 11-12-01



By: Werner Funk  
Its: President

2285106



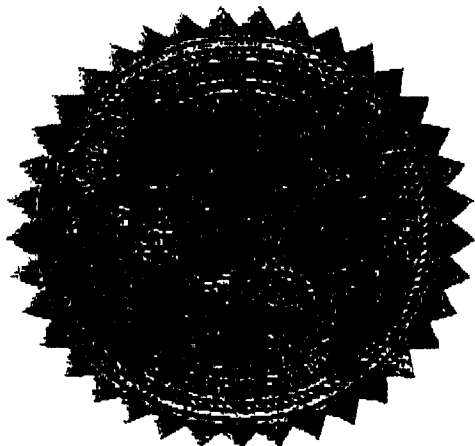
**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of  1  page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 10 2001



*Bill Jones*

Secretary of State