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Form PTO-1595

(Rev. 03/01)

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PATENT IS ONLY

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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):

Fidel Lopez

2-11-02

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment to Conditional Assignment

Execution Date: 2/6/02

2. Name and address of receiving party(ies)

Name: Alliance New ProductsEnterprises, LLC
Internal Address: _____Street Address: 1317 Canary Island DrCity: Weston State: FL Zip: 33327Additional name(s) & address(es) attached? ☐ Yes ☒ No

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: _____

A. Patent Application No.(s)

B. Patent No.(s)

6,164,795Additional numbers attached? ☐ Yes ☒ No

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

Name: Sanchelima and Associates, PA

Internal Address: _____

Street Address: 235 SW LeJeune Road

02/28/2002 TDI AZ1 00000042 190129 6164795

01 FC:581 40.00 CH

City: Miami State: FL Zip: 331346. Total number of applications and patents involved: ☐7. Total fee (37 CFR 3.41).....\$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

19-0129

(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.

Jesus Sanchelima, Esq.

Name of Person Signing

Signature

2/8/02

Date

Total number of pages including cover sheet, attachments, and documents: 10

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

PATENT
REEL: 012598 FRAME: 0960

CONDITIONAL ASSIGNMENT

Whereas, I, **Fidel Lopez**, a citizen of U.S. , residing at 6103 S. W. 137th Court, Kendall, Florida 33183, did obtain Letters Patent of the United States of America for "**UNIVERSAL KEY HOLDER WITH LIGHT**", which Letters Patent is numbered 6,164,795 and bear the date of December 26, 2000; and

Whereas, I, **Fidel Lopez**, am the sole and exclusive owner of said Letters Patent and the invention described and claimed therein, and of all rights in, to and under the same; and

Whereas, **Alliance New Products Enterprises, Inc.**, a Florida Corporation having its principal place of business at 1317 Canary Island Drive, Weston, Florida 33327, is desirous of acquiring the entire right, title and interest in and to said Letters Patent;

Now, therefore, in consideration for the promises and monies exchanged by the parties, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. I, **Fidel Lopez**, have sold, assigned, transferred and set over to **Alliance New Products Enterprises, Inc.**, the said invention and the Letters Patent aforesaid and any reissue of said Letters Patent, the same to be held and enjoyed by the said **Alliance New Products Enterprises, Inc.**, for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term

for which said Letters Patent of the United States is granted or reissued, as fully and entirely as the same would have been held and enjoyed by me if this Assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Letters Patent with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Alliance New Products Enterprises, Inc.** shall pay **Fidel Lopez**, upon the execution of this agreement, the amount of \$10,000.00 (TEN THOUSAND DOLLARS) and 60 (SIXTY) days after **Alliance New Products Enterprises** manufactures a prototype incorporating said invention, and notifies **Fidel Lopez**, the latter shall receive another \$10,000.00 (TEN THOUSAND DOLLARS) from **Alliance New Products Enterprises, Inc.** **Alliance New Products Enterprises, Inc.** shall manufacture said prototype within the next (5) five years from the date of this agreement.

3. In the event that **Fidel Lopez** is not paid said second payment of \$10,000.00 (TEN THOUSAND DOLLARS) within (60) sixty days from the date the prototype is manufactured, this assignment agreement shall be null and void, and the patent rights shall revert back to **Fidel Lopez**.

4. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by one arbitrator and the proceedings administered by the American Arbitration Association under

its Commercial Arbitration Rules. We further agree that we will faithfully observe this agreement and the rules, that we will abide by and perform any award rendered by the arbitrator, and that a judgment of the court having jurisdiction may be entered on the award. Any arbitration proceedings, if necessary, will take place in the city of Miami, Florida, applying Florida laws.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives and their corporate seals to be hereunder affixed, as of the day and year first above written.

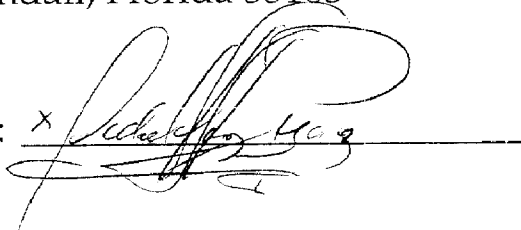
ASSIGNOR

Fidel Lopez

6103 SW 137 Court

Kendall, Florida 33183

By: x

A handwritten signature in dark ink, appearing to read 'Fidel Lopez', is written over a horizontal line.

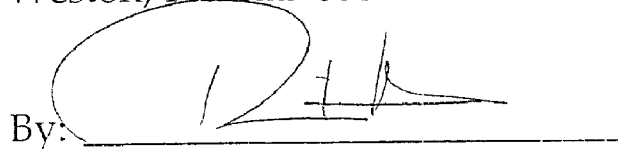
ASSIGNEE

Alliance New Products Enterprises, Inc.

1317 Canary Island Drive

Weston, Florida 33327

By:

A handwritten signature in dark ink, appearing to read 'Ramiro Garcia', is written over a horizontal line.

Ramiro Garcia, Secretary

AMENDMENT TO CONDITIONAL ASSIGNMENT

The undersigned parties have recently detected an error in the trade name of one of the parties, "Alliance New Products Enterprises, Inc.". The correct name for this entity is "**Alliance New Products Enterprises, LLC.**".

Also, the Conditional Assignment states that "Alliance New Products Enterprises, Inc." is a Florida corporation where in fact the assignee is a Florida limited liability company.

Therefore, the parties have agreed to the amendment of the Conditional Assignment executed on September 5, 2001 by replacing the suffix "Inc." for "LLC." in all the occurrences in said Conditional Assignment. Also, in the third paragraph of the first page, line 2, replace the word "Corporation" with ---Limited Liability Corporation---.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives and their corporate seals to be hereunder affixed, as of the day and year first above written.

ASSIGNOR

Fidel Lopez

6103 SW 137 Court

Kendall, Florida 33183

By: 

PATENT

REEL: 012598 FRAME: 0965

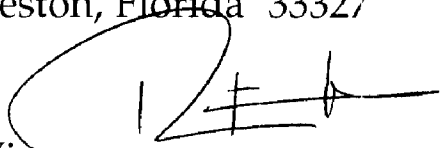
ASSIGNEE

Alliance New Products Enterprises, LLC.

1317 Canary Island Drive

Weston, Florida 33327

By: _____



Ramiro Garcia, Secretary

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared

Fidel Lopez, and Ramiro Garcia to me well known

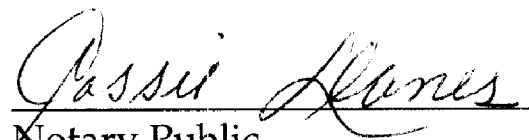
to be the person described in and who executed the foregoing instrument,

and acknowledged to and before me that the instrument was executed for

the purposes therein expressed.

WITNESS my hand and official seal, this 6th day of

February, 2002



Notary Public

State of Florida at Large

My commission Expires:

