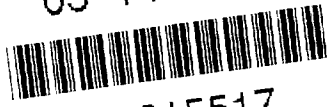


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11002 S. PTO 10/083844 02/25/02

OME No. 0651-0027 (exp. 5/31/2002)

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):
Mark Kroil
Lori Kroil
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Kroil Family Trust
Internal Address: _____
Street Address: 493 Sinaloa Rd.
City: Simi Valley State: CA Zip: 93065
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

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: 2/25/02
A. Patent Application No.(s)
B. Patent No.(s)
Additional numbers attached? Yes No

10/083844

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark Kroil
Internal Address: _____
Street Address: 493 Sinaloa Rd.
City: Simi Valley State: CA Zip: 93065

6. 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:
(Attach duplicate copy of this page if paying by deposit account)

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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.
Name of Person Signing: Mark Kroil
Signature: [Signature]
Date: 25 Feb 2002
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

03/06/2002 MBIZJMES 00000020 10083844
04 FC:581 40.00 OP

PATENT REEL: 012661 FRAME: 0663

ASSIGNMENT

WHEREAS, we **LORI KROLL and MARK KROLL** have invented certain new and useful inventions and improvements in **Light Selective Sports Garments**, for which an application for Letters Patent of the United States is being made, said application having been filed with the United States Patent and Trademark Office on 25 February 2002.

WHEREAS, the **Kroll Family Trust** a trust organized and existing under the laws of the state of California and having its principal offices at 493 Sinaloa Road, Simi Valley, CA 93065, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said invention, said application and any and all Letters Patent to be obtained therefor;

NOW, THEREFORE, for and in consideration of certain good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred, and by this Assignment do hereby sell, assign and transfer unto the Assignee, its successors and assigns, our entire right, title and interest in and to any and all inventions and improvements disclosed in the aforesaid application, and in and to said application, all divisions, continuations or renewals thereof, and any and all Letters Patent, both foreign and domestic, that issue therefrom, including all reissues or extensions of such Letters Patent and including, all of our rights under the International Convention, and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee in accordance herewith.

We hereby authorize the Assignee, its successors and assigns, or anyone it may properly designate, to insert in this Assignment the filing date and serial number of said application when ascertained.

We hereby further authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent, in its own name if desired, in any and all foreign countries, and additionally to claim the filing date of said application and/or otherwise take advantage of the provisions of the International Convention.

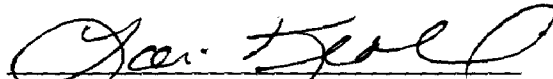
We hereby covenant and agree with the Assignee, its successors and assigns, that we will not execute in writing or do any act whatsoever conflicting with this Assignment, and that we, or our executors or administrators, will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisions, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights occurring as a result of such applications or Letters Patent, by giving testimony in any proceedings or transactions involving such applications or Letters Patent.

We hereby further covenant and agree with the Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that the full right and title to convey the same as herein expressed is currently possessed by us.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seal as

dated below.

Date Feb 24, 2002



Name: LORI C. KROLL

Date 24 Feb 2002



Name: MARK W. KROLL