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

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PTO 29/153340 01/09/02

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

1. Name of conveying party(ies): David Nazar  
1-9-02  
01/09/02  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Hypercel Corp.  
Internal Address:

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

Street Address:  
1145 Arroyo Avenue, Suite A

Execution Date: 1/4/02

City: San Fernando State: CA Zip: 91340  
Additional 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: 1/9/02  
A. Patent Application No.(s) 29,153,340 B. Patent No.(s)  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Andrew B. Katz  
Internal Address: Cozen O'Connor  
Street Address: 1667 K Street, NW  
Suite 500  
City: Washington State: DC Zip: 20006

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:  
501-275  
(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.  
Andrew B. Katz  
Name of Person Signing  
Signature  
1/9/02  
Date

Total number of pages including cover sheet, attachments, and documents: 3

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

01/23/2002 LNUELLER 00000341 501275 29153340  
01 FC:581 40.00 CH

PATENT REEL: 012736 FRAME: 0409

## **ASSIGNMENT OF DESIGN**

**WHEREAS, I, David Nazar** ("Assignor"), residing at 3016 Elvido Drive, Los Angeles, California 90049 have invented an ornamental design disclosed in an application for United States Letters Patent entitled **HANDS FREE CAR ADAPTER**, and executed by me on January 04, 2002;

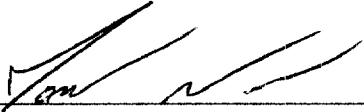
**AND WHEREAS**, Hypercel Corporation (hereafter, together with any legal representatives, successors, and assigns, "the Assignee"), a California corporation, having a principal place of business at 1145 Arroyo Avenue, Suite A, San Fernando, California 91340, wants to acquire the entire right and title to said design and any and all Letters Patent of the United States which may be obtained therefor;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration in hand, the receipt of which is hereby acknowledged, I have sold assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest to said design, and said application and all divisions and continuations thereof, and all United States letters patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of Intellectual Property in its various forms in every participating country, and all applications for patents (including related rights such as utility model registrations, inventor's certificates and the like) heretofore or hereafter filed for said design in any foreign countries and all patents (including all continuations, divisions, extensions, renewals, substitutes and reissues thereof) granted for said design in any foreign countries; and I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letter Patent of the United States which may be issued for said design in the name of the Assignee as the owner of the entire right, title and interest in and to said patent and the design covered thereby.

**AND I HEREBY** covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute any agreement in conflict herewith;

**AND I HEREBY** further covenant and agree that I will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued, or extended Letters Patent of the United States on said design, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of Assignor and Assignee.

IN TESTIMONY WHEREOF, I hereunto set my hand this \_\_\_\_ day of January, 2002

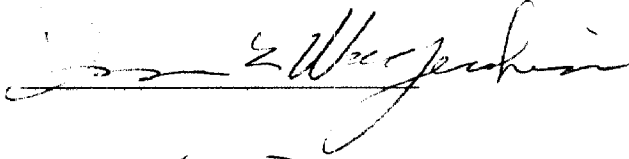


David Nazar

01-04-02

Date

WITNESSES:



01.04.02

Date

01-04-02

Date