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Form PTO-1595 (Rev. 03/01) REC

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

Tab settings



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

1. Name of conveying party(ies):

BEAR HSUING
DELENA GIATTINO

4.4.02

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

2. Name and address of receiving party(ies)

Name: MIRACLEBEAM PRODUCTS

Internal Address:

Street Address: 12922 Pierce Street

City: Pacoima State: CA Zip: 91331

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: 1-14-02

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) 6,086,215

Additional numbers attached? Yes No

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

Name: STANLEY M. CHERNOFF

Internal Address:

Street Address: 11960 BORDEN AVENUE

SAN FERNANDO, CA. 91341

City: SAN FERNAN State: CA Zip: 91341

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

05/03/2002 DBYRNE 00000126 6086215

DO NOT USE THIS SPACE

01 FC:581 9. Signature. 40.00 CP

STANLEY M. CHERNOFF
Name of Person Signing

Stanley M. Chernoff
Signature

4-4-02
Date

Total number of pages including cover sheet, attachments, and documents: 11

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

PATENT ASSIGNMENT

This Agreement is by and between Delena Giattino (“Assignor”) and Miracle Beam Products, a California Corporation (“Assignee”).

WHEREAS, Assignor, has invented a certain new and useful invention (the “Invention”) and Assignor holds a patent related thereto, both of which are described in Exhibit A (the “Patent”, United States Patent No. # 6,086,215,); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent;

NOW, the parties agree as follows:

1. **Assignment** Assignor does hereby irrevocably assign to Assignee all rights, title and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all goodwill and all other rights), in and to the Patent and the Invention.

2. **Consideration** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 100.00, which sum has been received by Assignor.

3. **Representations and Warranties** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
- (c) The Invention and Patent are free of any liens, security interests, encumbrances or licenses;
- (d) The Invention and Patent do not infringe on the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor’s rights in the Invention and Patent;
- (f) This Agreement is valid, binding, and enforceable in accordance with it’s terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Attorney's Fees** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. **Entire Agreement** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

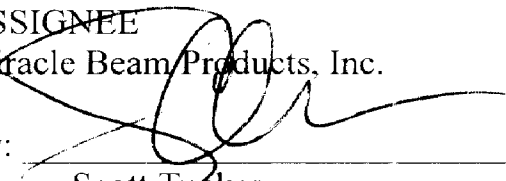
6. **Amendment** This Agreement may be amended only by a writing signed by both parties.

7. **Severability** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

Date: January 14, 2002

ASSIGNEE
Miracle Beam Products, Inc.
By: 

Scott Tucker
Chairman

ASSIGNOR
By: 

Scott P. Tucker

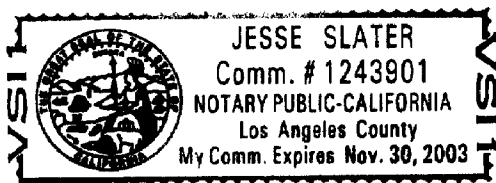
Delena Giattino

NOTARIZATION FORM

State of: California

County of: Los Angeles

On MARCH 28, 2002, before me JESSE SLATER, notary, personally appeared Delena Giattino, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(Seal)

Witness my hand and official seal.

Signature: Jesse Slater
Notary

EXHIBIT A

The Invention:

Aquarium and Associated Laser Device

The Patent:

Patent #:

6,086,215

Country of
Patent:

U.S.A.

Date of Patent:

July 11, 2000

NOTARIZATION FORM

State of: CALIFORNIA

County of: LOS ANGELES

On APRIL 1, 2002, before me JESSE SLATER, notary, personally appeared SCOTT TUCKER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/their executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



(Seal)

Witness my hand and official seal.

Signature: Jesse Slater
Notary