

06-07-2002

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



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To the Honorable Commissioner of Patents

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BRUNS, Craig R. 30 July 2001
BLAKE, Thomas S. 30 July 2001
FERNWOOD, Mark S. 30 July 2001

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

3. Nature of conveyance:

5.29.02

- Assignment Merger
- Security Agreement Change of Name
- Other Assignment Confirmation

Execution Date: See above

2. Name and address of receiving party(ies)

Name: **Danville Manufacturing Inc.**

Internal Address: _____

Street Address: **2021 Omega Road**

City: **San Ramon** State: **CA** Zip: **94583**

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: _____

A. Patent Application No.(s)

09/922,379 – filed 2 August 2001

B. Patent No.(s)

MAY 29 2002

Additional numbers attached? Yes No

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

Name: **Cooley Godward LLP**

Internal Address: **Patent Group**

Street Address: **Five Palo Alto Square**

3000 El Camino Real

City: **Palo Alto** State: **CA** Zip: **94306-2155**

06/06/2002 6TON11 00000084 09922379

01 FC:581 40.00 OP

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: **03-3117**

(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.

Tom M. Moran, Reg. 26,314

Name of Person Signing

Tom M Moran
Signature

May 29, 2002
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

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated below and is addressed to Assistant Commissioner for Patents, Washington, D.C. 20231-0001.

Express Mail Certificate: EL514032041US

Date: 29 May 2002

By:

Vladimir Skliba

Vladimir Skliba

ASSIGNMENT CONFIRMATION

Whereas, Craig R. Bruns, residing at 10 Montecito Drive, Danville, CA 94526; Thomas S. Blake, residing at 881 Danville Boulevard, Danville, CA 94526; and Mark S. Fernwood, residing at 450 Montcrest Drive, Danville, CA 94526, (hereinafter referred to individually and collectively as "Inventor") have made an invention relating to certain new and useful improvements in:

HAND-HOLDABLE GAS/ABRASION APPARATUS


and executed therefor an Application for Letters Patent of the United States bearing Serial No. 09/922,379, filed August 2, 2001, and

Whereas, each inventor signed an Assignment document assigning their respective entire right, title, and interest in and to said invention, Application, and Letters Patent to be obtained therefor to Danville Manufacturing, which Assignment is attached hereto as Exhibit A, and

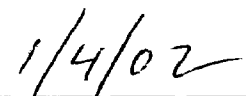
Whereas, Danville Manufacturing is an incomplete name for the company known as Danville Manufacturing Inc., a corporation of California presently having its principal place of business at 2021 Omega Road, San Ramon, California 94583, and

Whereas, Danville Manufacturing Inc. was incorporated as indicated by the attached articles of incorporation certified by the state of California (Exhibit B),


Now Therefore, each inventor confirms that the attached assignment was an assignment of his entire right, title, and interest in and to said invention, application, and Letters Patent to be obtained therefore, to Danville Manufacturing Inc. The attached assignment identified Danville Manufacturing as the assignee and it was each inventor's understanding, at the time, that the intended assignee was Danville Manufacturing Inc. Therefore, Danville Manufacturing Inc. is the true and correct Assignee of the rights exhibited in the attached Assignment.



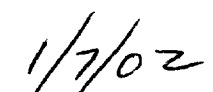
Craig R. Bruns




Date



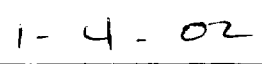
Thomas S. Blake



Date



Mark S. Fernwood



Date

COOLEY GODWARD LLP
FIVE PALO ALTO SQUARE
3000 EL CAMINO REAL
PALO ALTO, CA 94306-2155

ASSIGNMENT

Whereas,

Craig R. Bruns residing at 10 Montecito Dr, Danville, California 94526;
Mark S. Fernwood residing at 450 Montcrest Avenue, Danville, California 94526; and
Thomas S. Blake residing at 881 Danville Boulevard, Danville, California 94526

(hereinafter referred to individually and collectively as "Inventor") have made an invention relating to certain new and useful improvements in:

HAND-HOLDABLE GAS/ ABRASION APPARATUS

and executed therefor an Application for Letters Patent of the United States and

- having an oath or declaration executed on even date herewith;
- bearing Serial No. _____ and filed on _____
- issued as a Patent No. _____ on _____

Whereas, Danville Manufacturing (hereinafter "Assignee"), a corporation of California and having a principal place of business at 2021 Omega Road, San Ramon, California 94583, is desirous of acquiring the entire right, title, and interest in and to said invention, said Application, and the Letters Patent to be obtained therefor:


Now, therefore, for and in consideration of One Dollar and other good and valuable considerations, to Inventor in hand paid, the receipt and sufficiency whereof are hereby acknowledged, Inventor has sold, assigned, and set over and by these presents does hereby sell, assign, and set over unto Assignee and Assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said Application and any other application, domestic or foreign, that claims said invention, as well as any Letters Patent, domestic or foreign, that may or shall issue thereon; and Inventor does hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the above-mentioned Assignee agreeably with the terms of this Assignment.

The terms "Application" and "Application for Letters Patent" as used herein include both provisional and non-provisional applications relating to the invention and claiming priority to the above application, including, but not limited to any continuation, divisional, continuation-in-part, or substitute application; any reissue; any reexamined patent; and any foreign or international applications.

Inventor hereby authorizes the above-mentioned Assignee or its legal representative to insert in this instrument the filing date and serial number of said Application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Upon said consideration, Inventor conveys to Assignee the right to make application in its own behalf for protection of said invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications; and Inventor does hereby covenant and agree with Assignee that Inventor will not execute any writing or do any act whatsoever conflicting with these presents, and that Inventor will at any time upon request, without further or additional consideration, but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee 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, divisional, continuation, continuation-in-part, renewal, reexamined, reissued or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chose 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 both parties.

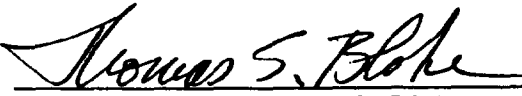
Date: 7/30/01

By: 
Craig R. Brun

Date: 7-30-01

By: 
Mark S. Fernwood

Date: 7/30/01

By: 
Thomas S. Blake

1641643

FILED
In the office of the Secretary of State
of the State of California

MAY 22 1989

ARTICLES OF INCORPORATION

OF

DANVILLE MANUFACTURING Inc.

March Fong
MARCH FONG CU, Secretary of State

The name of this corporation is Danville Manufacturing Inc.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations' Code.

The names and address in the State of California of this corporation's initial agents for service of process are:

Thomas Blake
Mark Fernwood
1341 Camino Tassajara
Danville, CA 94526

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

DATED: May 18, 1989

Thomas Blake
Mark Fernwood
(Signatures of Incorporators)
THOMAS BLAKE
MARK FERNWOOD

We hereby declare that we are the persons who executed the foregoing Articles of Incorporation, which execution is our act and deed.

Thomas Blake
Mark Fernwood

Exhibit B