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To the Hon. Commissioner of Patents and Trademark
recorded document to the undersigned attorney.

Documents or copy thereof and return the

1. Name of conveying party(ies): 3002 JUN -7 ALL 10:26 2. Name and address of receiving party(ies):

Rodger Thomason, William Conley

- ☒ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☐ Other _____

FINANCE SECTION

Name: Origin Design Resources

Internal Address: _____

Street Address: 2525 - 26th Street

Additional name(s) of conveying party(ies) attached?

- ☐ Yes ☒ No

City: Santa MonicaState: CaliforniaZip: 90405

- ☐ Individual(s) citizenship _____
☐ Association
☒ General Partnership - State (California)
☐ Limited Partnership - State ()
☐ Corporation - State ()
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designation must be separate from Assignment)

Additional name(s) & address(es) attached: ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 5/15/02

4. Application number(s) or patent number(s):

A. Application No.(s)

10/085,856

B. Patent No.(s)

If this document is being filed together with a new patent application, enter the date
the patent application was signed by the first named executing inventor: _____

Additional numbers attached? ☐ Yes ☒ No

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

Name: George C. Chen
Address: BRYAN CAVE LLP
Two North Central Avenue
Suite 2200
Phoenix, Arizona 85004-4406
Telephone: (602) 364-7000

6. Total number of applications and patents involved: 1

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

- ☒ Enclosed
☒ Charge deficiency or credit overpayment to: 02-4467

8. Deposit Account No. _____

Per Assignment Division directive, a duplicate of this page is
not attached

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.

George C. Chen

Name of Person Signing

Signature07 June 2002
DateTotal number of pages submitted: 2

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40.00 OP

ASSIGNMENT

In consideration of my agreement with Origin Design Resource, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Rodger D. Thomason, an individual residing in Santa Monica, California, and I, William Patrick Conley, an individual residing in Thousand Oaks, California, hereby assign, transfer, set over, convey, and deliver to Origin Design Resource, a California partnership, having a principal place of business located at 2525 26th Street, Santa Monica, California 90405, its successors and assigns (collectively referred to herein as "ASSIGNEE") all of my right, title, and interest in, to, and under any and all subject matter of the invention(s) disclosed and/or claimed in the application for United States Patent Serial No. 10/085,856, titled

Security Device, Method of Manufacturing the Same, and Method of Operating the Same

filed in the U.S. Patent and Trademark Office on February 27, 2002; in, to, and under the said application and any and all continuation, continuation-in-part, continued prosecution, and divisional applications thereof; in, to, and under, my exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof; in, to, and under any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter; in, to, and under any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, and/or technology; and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, and/or technology. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made. I request the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of the said invention(s) to ASSIGNEE, its successors and assigns, and, if called upon by ASSIGNEE, its successors, assigns, or its legal representatives, I agree to promptly sign any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to ASSIGNEE, its successors and assigns.

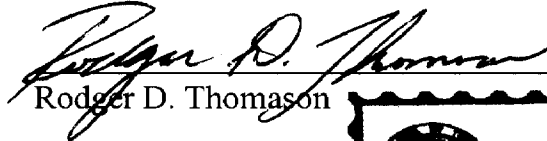
I covenant with Origin Design Resource, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

I grant to Origin Design Resource, its successors, assigns, and legal representatives the power to insert on this assignment any further identification, including the application number and filing dates, which 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.

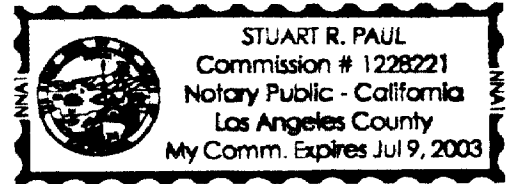
I confirm that I have not made any agreement in conflict with this Assignment. I further agree that I will provide information within my knowledge or belief, and do any and all other relevant things

that ASSIGNEE, its successors, assigns, or its legal representatives deem necessary or desirable and request of me in connection with obtaining and/or maintaining any such patents and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such patents and/or rights; in order to perfect and/or enforce the ownership by ASSIGNEE, its successors and assigns, of the right, title, and interest conveyed by this Assignment; and/or in connection with this Assignment, without payment of consideration to me beyond that called for in my written agreement with ASSIGNEE on the understanding, however, that ASSIGNEE will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations assumed by me shall be binding on my heirs and personal representatives.


Date: 5/15/2002


Rodger D. Thomason


STATE OF CALIFORNIA :
COUNTY OF LOS ANGELES : ss



On this 16th day of MAY, 2002, Rodger D. Thomason personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.

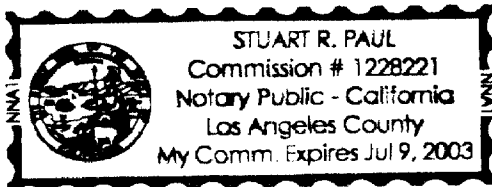

Notary Public
My commission expires July 9, 2003

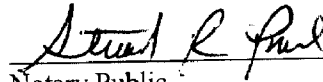
Date: 5/15/02


William Patrick Conley

STATE OF CALIFORNIA :
COUNTY OF LOS ANGELES : ss

On this 16th day of MAY, 2002, William Patrick Conley personally appeared before me, identified himself to my satisfaction, and signed the foregoing Assignment in my presence.




Notary Public
My commission expires July 9, 2003