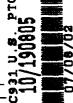
FORM PTO-1619A Expires 06/30/99 OMB 0651-0027

07-24-2002



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U.S. Department of Commerce Patent and Trademark Office **PATENT**



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X New	7.8%	Assignment Security Agreement	
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D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO-1619B Expires 06/30/99 OMB 0651-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT		
Correspondent Name and Address	Area Code and Telephone Number 516	295-1394		
Name Brian Roffe, Esq.				
Address (line 1) 366 Longacre Avenu	ue			
Address (line 2) Woodmere, NY 11598	8			
Address (line 3)				
Address (line 4)				
Pages Enter the total number of pagincluding any attachments.	ges of the attached conveyance document	# 6		
Application Number(s) or Patent Num		nal numbers attached		
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If this document is being filed together with a <u>new</u> Pater signed by the first named executing inventor.	nt Application, enter the date the patent application was	Month Day Year 07052002		
Patent Cooperation Treaty (PCT)		7		
Enter PCT application number	PCT PCT	PCT		
only if a U.S. Application Number has not been assigned.	PCT PCT	PCT		
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	Authorization to charge additional fees: Yes	X No		
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. Charges to deposit account are authorized, as indicated herein.				
Brian Roffe	mon with 7	/8/2002		
Name of Person Signing	Signature	Date		

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RECORDATION FORM COVER SHEET CONTINUATION PATENTS ONLY

U.S. Department of Commerce Patent and Trademark Office

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Name (line 2)					Execution Date Month Day Year
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	eceiving Party(ies)				
Name (line 1)					If document to be recorded is an assignment and the receiving party is not
Name (line 2)					domiciled in the United States, an appointment of a domestic representative
Address (line 1)					is attached. (Designation must be a separate document from
Address (line 2)					Assignment.)
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Address (line 1)					domestic representative is attached. (Designation must be a separate document from
Address (line 2)					Assignment.)
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ASSIGNMENT OF NEW U.S. PATENT APPLICATION

WHEREAS, We, David S. Breed, residing at 48 Hillcrest Road, Boonton Township, NJ 07005, Wilbur E. DuVall, residing at 57 Northwoods Drive, Kimberling City, MO 65686, and Wendell C. Johnson, residing at 2675 Junipero Avenue, Suite 100, Signal Hill, CA 90806, (hereinafter referred to as the "Assignors") have invented certain new and useful improvements in

Wireless Sensing and Communication System of Roadways

and for which we

are about to file a nonprovisional application in the United States Patent and Trademark Office (designated attorney docket no. ITI-009) or

have filed a nonprovisional application in the United States Patent and Trademark Office (designated attorney docket no. ITI -009) on ______ and which has been assigned Serial No. _____ (we hereby authorize and request our attorney to insert the filing date and Serial No. of the application when known); and

WHEREAS, Intelligent Technologies International, Inc., of P.O. Box 8, Denville, New Jersey 07834, ("Assignee"), is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application and any foreign applications corresponding thereto or claiming priority thereof;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and/or other good and valuable consideration, the receipt of which is hereby acknowledged, We, the said Assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention and the said U.S. nonprovisional application, and all divisionals, reissues, renewals and continuations thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all application for patents, utility models and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United Statues, the International Convention for the

1

Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United Statues and all extensions, renewals and reissues thereof; and

WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United Statues, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument; and

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

WE HEREBY further covenant and agree that we will communicate to the said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, each of us hereunto sets his hand the day and year set forth opposite the respective signature.

2

MISRI	July 5, 2002
David S. Breed	Date
Wilbur E. DuVall	Date
Wendell C. Johnson	Date

ASSIGNMENT OF NEW U.S. PATENT APPLICATION

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1

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Statues, and any official of any country or countries foreign to the United States whose duty it is to issue

patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue

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successors, logal representatives and assigns, any facts known to us respecting said invention, and testify in

any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue and foreign

applications, make all rightful oaths, and generally do everything possible to aid the said Assignee, its

successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in

all countries.

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opposite the respective signature.

David S. Breed

Date

Willia E. DuVall

July 5,0

Date

Wendell C. Johnson

Date

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David S. Breed	Date
Wilbur E. DuVall	Date
madell de llebone W	5 July 2002
Wendell C. Johnson	Date

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RECORDED: 07/08/2002