AUG 0 1 2002	08-06-2002
Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) PA	102179872 ARTMENT OF COMMI Patent and Trademark
Tab settings ⇒ ▼ ▼ ▼ To the Honorable Commissioner of Patents and Trademarks	: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): <i>IS.UI-D2</i> RICHARD B. ROUSSY	2. Name and address of receiving party(ies) Name:CARROLL INTELLI CORP. Internal Address:
Additional name(s) of conveying party(ies) attached? Yes VNO 3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other	Street Address: 994 Hargrieve Road
Execution Date: June 4, 2002	City: London State: ON Zip: N6E 1P5 Canada Additional name(s) & address(es) attached? Yes
If this document is being filed together with a new appl A. Patent Application No.(s) <u>29/161,943</u>	B. Patent No.(s)
5. Name and address of party to whom correspondence concerning document should be mailed: Name: ANISSIMOFF & ASSOCIATES	6. Total number of applications and patents involved 7. Total fee (37 CFR 3.41)
Suite 201	 Enclosed Authorized to be charged to deposit account
Street Address: 235 North Centre Road	8. Deposit account number:
City: London State: ON Zip: N5X 4E7	
9. Signature.	Zeph Aully July 31, 2002
JOSEPH A. DAY 40.00 OP Name of Person Signing 1	Signature Date
JOSEPH A. DAY 40.00 0P Name of Person Signing Total number of pages including co	Date

PATENT REEL: 013147 FRAME: 0137

ASSIGNMENT

WHEREAS, the undersigned, RICHARD B. ROUSSY, a citizen of Canada residing in London, Ontario, Canada and having a mailing address of 54 Deer Valley Crescent, London, Ontario, Canada, N6J 4K9, Canada, (hereinafter referred to as the "ASSIGNOR") is the inventor of certain inventions or improvements for a design of an ASSIST RAIL as described in a United States design patent application executed on June 4th, 2002 and filed on <u>JUNE 7, 2002</u> as Serial No. <u>29 1161, 943</u>.

WHEREAS, CARROLL INTELLI CORP., a corporation organized under the laws of the Province of Ontario, having a place of business at **994 Hargrieve Road, London, Ontario, N6E LP5, Canada**, (hereinafter referred to as "ASSIGNEE) has acquired and is desirous of confirming its acquisition of the entire right, title and interest in and to the said inventions or improvements and in and to said application for patent, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States;

WHEREAS Richard B. Roussy is an employee of Carroll Intelli Corp.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by said ASSIGNEE, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR confirms that he has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, to said ASSIGNEE, the entire right, title and interest in and to said inventions or improvements and said application and any and all continuations, divisions, and renewals of and substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and its possessions and territories, and any reissue or reissues or extension or extensions of said Letters Patent, the same to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this assignment, sale and transfer not been made.

AND the undersigned ASSIGNOR hereby covenants that he has full right to convey the entire interest herein assigned, and that they has not executed and will not execute any agreement in conflict herewith, and further covenant and agree that he will each time a request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent in said ASSIGNEE, its successors, assigns, nominees, or legal representatives, and agree to communicate to said ASSIGNEE or to its nominee all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, and reissue applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its own benefit proper patent protection for said inventions or improvements in the United States and its possessions and territories and in all other countries in which ASSIGNEE in its discretion shall seek the same;

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue to said ASSIGNEE, the entire right, title and interest in and to any and all Letters Patent for said inventions or improvements, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, ASSIGNOR has hereunto set his hand intending to be legally bound.

EXECUTED at London, Ontario, Canada, this 5^{-74} day of June, 2002.

Witnessed

Signature

ILLAM? NEILL Print Name of Witness

RICHARD B. ROUSSY

RECORDED: 08/01/2002