

08-28-2002

D.H.

FORM-PTO-1595
1-31-92

TRANSMISSION



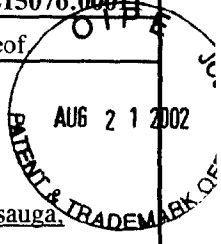
ATION

Atty. Docket: 215076.00011

To the Commissioner of Patents and

102202906

Please include the attached original documents or copy thereof



1. Name of conveying party(ies):
 (1) ALEXEY N. KRASNOV
 (2) PETER G. HOFSTRA
 (3) RICHARD P. WOOD

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

8-21-02

2. Name and address of receiving party(ies):
 Name: LUXELL TECHNOLOGIES, INC.
 Foreign Address: 2145 Meadowpine Blvd., Mississauga, Ontario, Canada L5N 6R8

Domestic Address: _____
 City: _____ State _____ ZIP _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: (1) July 17, 2002, (2) July 31, 2002 and (3) July 24, 2002

4. Application number(s) or patent number(s): 10/207,189
 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 Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Katten Muchin Zavis (Patent Admin.)
525 West Monroe Street, Ste. 1600
Chicago, Illinois 60661-3693

Telephone No.: (312) 902-5200
 Facsimile No.: (312) 902-1061

6. Number of applications and patents involved: One

7. Total fee (37 C.F.R. § 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 50-1710
 (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.

Andrew J. Bateman, Reg. No. 45,573
 Name of Person Signing

Andrew J. Bateman
 Signature

August 21, 2002
 Date

Total number of pages including cover sheet, attachments, and documents: 6

08/28/2002 DBYRRE 00000010 501710 102202906
 01 FD:58 40.00 CH
 DC01 4086501 v 1

PATENT
REEL: 13218 FRAME: 0945

ASSIGNMENT

FROM

Alexey N. Krasnov, Peter G. Hofstra, and Richard Wood

TO

Luxell Technologies, Inc.

1. DEFINITIONS

a) "Assignors" mean:

i) Alexey N. Krasnov, an individual having a place of residence at 802 Clark Blvd., #227, Brampton, Ontario, Canada L6T 2E8.

ii) Peter G. Hofstra, an individual having a place of residence at 94 Steffler Drive, Guelph, Ontario, Canada N1G 3J9, and

iii) Richard P. Wood, an individual having a place of residence at 121 Wellington Street, Delhi, Ontario, Canada N4B 1S6.

b) "Assignee" means Luxell Technologies, Inc. an Ontario corporation having a place of business at 2145 Meadowpine Blvd., Mississauga, Ontario, Canada, L5N 6R8 including its successors and assigns.

c) "Invention" means an invention made by the Assignors and entitled, "Thin Film Electroluminescent Device", bearing Application No. 10/207,189, and filed on July 30, 2002.

d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:

i) the Invention for Canada, the United States of America and all other foreign jurisdictions;

ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");

- iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");
- iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,
- v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

- a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.
- b) Each of the parties agrees to be bound by the provisions of this Assignment.
- c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. THE INVENTION

- a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to Assignors for the Rights to the Invention.
- b) Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.
- c) Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.
- d) Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- f) Assignors hereby undertake without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to

the invention in any jurisdiction, to sign such documents and do such things as may be required to give effect to legal and registered title of the Assignee to the invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

4. APPLICABLE LAW AND INTERPRETATION

a) This Assignment is governed and is to be construed and enforced in accordance with the internal law of the Province of Ontario.

b) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.

c) The parties agree that there are no representations, warranties, collateral assignments or conditions affecting this Assignment other than as expressed in this Assignment.

d) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

STATEMENT BY WITNESS

Signed in the presence of:

Marie Claude Labate

Having a Full Postal Address of:

2145 Meadowpine Blvd.

Mississauga, ON L5N 6R8

I hereby declare that I was personally present

and did see Alexey N. Krasnov

whom personally know to be the person

named in the assignment therein, duly sign and

execute the same.

Witness Signature

M. C. Labate

SIGNATURE OF ALEXEY N. KRASNOV

Alexey N. Krasnov

Date of Execution

July 17, 02.

STATEMENT BY WITNESS

Signed in the presence of:

Lorena Frattura

Having a Full Postal Address of:

1375 Kerns Rd.
Burlington, ON

I hereby declare that I was personally present
and did see Peter G. Hofstra

who is personally known to me to be the person
named in the assignment herein, duly sign and
execute the same.

Lorena Frattura

Witness Signature

SIGNATURE OF PETER G. HOFSTRA

[Signature]

Peter G. Hofstra

July 31 / 02

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

David Johnson

Having a Full Postal Address of:

60 Chetham Ave

Toronto, ON M4S 1K6 CAN

I hereby declare that I was personally present
and did see Richard P. Wood

Who is personally known to me to be the person
named in the assignment herein, duly sign and
execute the same.

[Signature]

Witness Signature

SIGNATURE OF RICHARD P. WOOD

[Signature]

Richard P. Wood

Jul 24 / 02

Date of Execution

STATEMENT BY WITNESS

Signed in the presence of:

T. Andrew Currier

Having a Full Postal Address of:

160 Baldwin St. #405, Miami

I hereby declare that I was personally present and did see Roman Kocur

who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Andrew Currier

Witness Signature

SIGNATURE ON BEHALF OF LUXELL TECHNOLOGIES INC.

Roman Kocur, CFO

(Name, Printed)

I have authority to bind Luxell Technologies Inc.

Roman Kocur

(Signature)

July 29, 2002

Date of Execution