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To the Honorable Commissioner of Patents &

102224989

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Scott E. Clare

9/16/02

2. Name and address of receiving party(ies):

Name: Neil G. Long

Internal Address:

Street Address: 22874 Sutro Street

City: Hayward State: CA ZIP: 94541

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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: September 5, 2002

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

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 No.(s)

09/803,420

Additional numbers attached? Yes No

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

Name: Avelyn Ross Broughton

Internal Address:

09/17/2002 6TON11 00000168 09803420

01 FC:581 40.00 DP

Street Address: Vinson & Elkins L.L.P.

2300 First City Tower, 1001 Fannin Street

City: Houston State: TX ZIP: 77002

6. Total number of applications and patents involved: 1

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

- Enclosed - Any excess or insufficiency should be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

22-0365/INN643/4-005CIP

(Attach duplicate copy of this page if paying by deposit account)

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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.

Avelyn Ross Broughton

Avelyn R Broughton

09/11/02

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

INTELLECTUAL PROPERTY ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, Scott E. Clare of Hayward, California (the "Assignor"), does hereby:

(1) SELL, ASSIGN AND TRANSFER to Neil G. Long (the "Assignee"), of Hayward, California, an undivided 50% ownership share of right, title and interest, including without limitation, proceeds, royalties, and the right to sue for, recover and have past, present and future damages, if any, for acts of infringement, in and to any and all improvements which are disclosed in United States Patent Application Serial No. 09/803,420 filed on March 9, 2001, and entitled VEHICLE WITH STORAGE/UTILITY SYSTEM and any patent issuing therefrom; all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any such improvements; and all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements.

(2) WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement effecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the Assignor;

This Assignment TO BE BINDING on the heirs, assigns, representatives and successors of the Assignor and extend to the successors, assigns and nominees of the Assignee.

Signature: *Scott E. Clare* Date: 9-5-02
Name: Scott E. Clare

BEFORE ME, the undersigned authority, on this 5th day of September, 2002, personally appeared Scott Clare known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same of his own free will for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the 5th day of September, 2002, to testify which witness my hand and official seal.

[SEAL]

Susan L. Allen
Notary Public, State of California
My Commission Expires: 5/24/05

