

11-20-2002

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To the Honorable Commissioner of Pat

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Steve Ruel
David Swanson

11-18-02

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

Name: SSL, LLC

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: August 15, 2002

Street Address: 4740 E. Scotts Valley Drive

Suite E

City: Scotts Valley State: CA ZIP: 95066

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

4. Application number(s) or registration 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)

10/213,739

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Michael R. Schacht

Internal Address: Schacht Law Office, Inc.

Street Address: 2801 Meridian Street, Suite 202

City: Bellingham State: WA ZIP: 98225

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Michael R. Schacht

Michael R. Schacht

11/12/2002

Name of Person Signing

Signature

Date

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

ASSIGNMENT

WHEREAS we, STEVE RUEL, DAVID SWANSON, and ~~SCOTT THOMPSON~~, (hereinafter referred to as "ASSIGNORS"), have made a new and useful invention relating to MECHANICALLY STABILIZED EARTH WALL SYSTEMS AND METHODS, for which invention ASSIGNORS executed an application for Letters Patent of the United States, which application has been identified as Serial No. 10/213,739, filed in the United States Patent and Trademark Office on 08/06/2002 (authority here being given to insert in this Assignment the serial number and filing date of said application); and for which said application claims priority of U.S. Provisional Application Serial No. 60/310,559, filed in the United States Patent and Trademark Office on August 6, 2001.

WHEREAS, SSL, LLC., (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of California, having its principal place of business at 4740 E. Scotts Valley Drive, Suite E, Scotts Valley, California 95066, is desirous of acquiring the entire right, title and interest in and to said invention and any improvements thereon, and any and all continuation, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said provisional application, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application and any improvements thereon, or on any continuation, divisional, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, applications and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this Assignment and Sale not been made; and, we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNORS also agree that this Assignment includes ASSIGNORS' Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

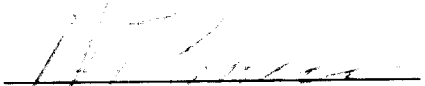
ASSIGNORS further agree that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNORS further agree that they will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said applications or any continuation, division, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNORS; and, that ASSIGNORS will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Scotts Valley, California, this 15 day of AUGUST, 2002.



STEVE RUEL



DAVID SWANSON



SCOTT THOMPSON