

11-20-2002

Form PTO-1595
(Rev. 10/02)

RECOR



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
David J. DeHaan and Bryon Benini

11-18-02
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: DYE PRECISION, INC.
Internal Address: _____
Street Address: 10637 Scripps Summit Court
City: San Diego State: CA Zip: 92131
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 10/31/2002

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) 10/242,906
B. Patent No.(s) _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Harris F. Brotman
Internal Address: Procopio, Cory, Hargreaves & Savitch LLP
Street Address: 530 B Street; Suite 2100
City: San Diego State: CA Zip: 92101

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:
50-2075

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9. Signature.
Harris F. Brotman
Name of Person Signing

Harris F. Brotman
Signature

11 NOV 2002
Date

Total number of pages including cover sheet, attachments, and documents: 5

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

PATENT
REEL: 013492 FRAME: 0449

ASSIGNMENT

WHEREAS, We, **DAVID J. DEHAAN** and **BRYON BENINI**, citizens of the United States of America, with the correspondence addresses respectively of; 10637 Scripps Summit Court, San Diego, California, 92131; and 1425 Kings Cross Drive, Cardiff By The Sea, California, 92007, have made new and useful improvements in a **GOGGLE AND MASK SYSTEM**, for which an application for Letters Patent of the United States was filed on September 13, 2002 and accorded Serial Number 10/242,906.

WHEREAS, **DYE PRECISION, INC.**, a corporation organized and existing under and by virtue of the laws of the State of California and having its principal place of business at **10637 Scripps Summit Court, San Diego, California 92131**, and who, together with its successors and assigns (“Assignee”) is desirous of acquiring the exclusive right, title and interest in, to and under said invention, related applications and patents and in, to and under any patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, without reservations; We:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said application for Letters Patent of the United States, including all claims, if any, for infringement prior to the date of this assignment, the inventions and discoveries described

therein, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.


2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance.

5. Bind our heirs, legal representatives, and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives, or assigns which may be useful for establishing the facts of our conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify as to the same in any interference or other litigation.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of OCTOBER, 2002.



David J. DeHaan

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31 day of OCTOBER, 2002.

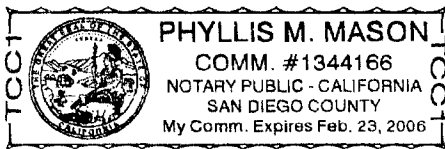


CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of San Diego

On 11-5-02 before me, Phyllis Mason
Date Name, title - e.g., John Doe, Notary Public
personally appeared Bryan Brown and David DeHaan
Name(s) of Signer(s)

Personally known to me
OR
 Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Phyllis M. Mason
Signature of Notary

Seal

Phyllis Mason San Diego Feb 23, 06
Print Notary's Name, County in which Commissioned and Commission Expiration Date

OPTIONAL

The data below is not required by law, however it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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- INDIVIDUAL
- CORPORATE OFFICER(S)

_____ Title(s)

- PARTNER
 - LIMITED
 - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

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