

OMB No. 6514-0011(exp-4/94)
44429



To the Honorable Commissioner of Patents and Trademarks
102339844

attached original Documents or copy the

1. Name of conveying party(ies):
Richard L. Swan

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

01/10/03

2. Name and address of receiving party(ies)

Name: Swan Enterprises, Inc.
Internal Address:

Street Address: 4890 Aircenter Circle, #210

City: Reno State: Nevada ZIP: 89502

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

11002 U.S. PT
29/174009
01/10/03

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: January 8, 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: January 8, 2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional Application numbers attached? Yes No

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

Name: Tara L. Hoffman
Roylance, Abrams, Berdo & Goodman, LLP
Internal Address:

Street Address: 1300 19th Street, N.W.
Suite 600
City: Washington State: D.C. ZIP: 20036

01/15/2003 DBYRNE 00000081 29174009

01 FC:8021 40.00 DP

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)

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.

Tara L. Hoffman

Name of Person Signing

Tara L. Hoffman
Signature

01/10/03
Date

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

3

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

ASSIGNMENT

In consideration of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, I, the undersigned, Richard L. Swan

Hereby sell, assign and transfer to Swan Enterprises, Incorporated, a corporation of the State of Nevada, having a place of business at 4890 Aircenter Circle, #210, Reno, Nevada 89502, its successors, assigns and legal representatives, the entire right, title and interest for all countries, in and to any and all improvements which are disclosed and claimed, and as possessed by the undersigned, any and all improvements which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned concurrently herewith, and is entitled

APPAREL

and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed on any of said improvements disclosed in said application; and in and to all original reissued patents which have been or shall be issued on said improvements;

Authorize and request the Commissioner of Patents & Trademarks to issue to said Assignee, the corporation above named, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said improvements, or any of them, disclosed in said application;

Agree that said Assignee may apply for and receive foreign Letters Patent for said improvements, or any of them; and may claim, in applications for said foreign Letters Patent, the priority of the aforesaid United States application under the provisions of the International Convention; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this assignment, the undersigned will, for the United States and all foreign countries, execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; testify in all legal proceedings; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Richard L. Swan
Richard L. Swan

STATE OF ~~the~~ Nevada, ss
COUNTY OF Washoe)

Before me this 8 day of Jan., 2002, personally appeared RICHARD L. SWAN to me personally known to be the person who is described in and who executed the above instrument, and he acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

(SEAL)

[Signature]
Notary Public
My commission expires: 3.18.06

