

03-13-2003



Form PTO-1595 (Rev. 10/02)

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

3/13/03

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

1. Name of conveying party(ies):

Altier Industries, Inc.

3.13.03

2. Name and address of receiving party(ies)

Name: John B. Sanders

Internal Address:

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Street Address: 6733 Corintia Street

City: Carlsbad State: CA Zip: 92009

Execution Date: March 3, 2003

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

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)

B. Patent No.(s) 5,663,711

Additional numbers attached?  Yes  No

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

Name: Robert G. Sbardellati

Internal Address:

Sheppard, Mullin, Richter & Hampton, LLP

Street Address: 501 West Broadway, 19th Floor

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:

DO NOT USE THIS SPACE

9. Signature.

Robert G. Sbardellati

Name of Person Signing

Signature

3/11/03 Date

Total number of pages including cover sheet, attachments, and documents: 4

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

03/14/2003 670K11 00000044 5663711

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PATENT REEL: 013828 FRAME: 0201

Conveying party: John B. Sanders

**Continuation to**  
**Recordation Form Cover Sheet**  
**PATENTS ONLY**

Item 1. Name and address of receiving parties (continued):

Barry L. Rosenblatt  
5005 Alzada Drive  
La Mesa, California 91941

# ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Agreement") is entered into between John B. Sanders (hereinafter "Assignor") and Barry L. Rosenblatt (hereinafter "Assignee"), as of March 3, 2003 (the "Effective Date"), with reference to the following facts:

## RECITALS

WHEREAS, Assignor is the owner of the rights to a power failure alarm device and United States Patent Number 5,663,711 relating to the device (the "Intellectual Property");

WHEREAS, Assignor receives royalties, payments and other consideration originating from his ownership of the Intellectual Property;

WHEREAS, the Assignor has agreed to assign to Assignee fifty percent (50%) of his ownership rights in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

## Section 1 CONVEYANCE OF RIGHTS

Effective as of the Effective Date, Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee fifty percent (50%) of Assignor's right, title, ownership, and interest in and to the Intellectual Property, specifically including United States Patent Number 5,663,711, (including any copyrights, trademarks, designs, technical data, inventions, trade secrets, confidential information and processes) related to the Intellectual Property, in perpetuity (or for the longest period of time otherwise permitted by law).

## Section 2 FURTHER ASSURANCES

Assignor shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of all of the Intellectual Property to Assignee. Assignor therefore agrees

2.1 To execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Intellectual Property;

2.2 To provide testimony in connection with any proceeding affecting the right, title, or interest of Assignee in the Intellectual Property; and

2.3 To perform any other acts deemed necessary to carry out the intent of this Agreement.

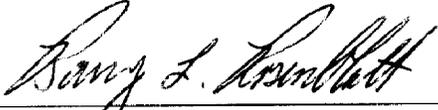
**Section 3  
MISCELLANEOUS**

3.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.

3.2 The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto, shall be governed by the laws of the State of California, excluding its principles of conflict of laws.

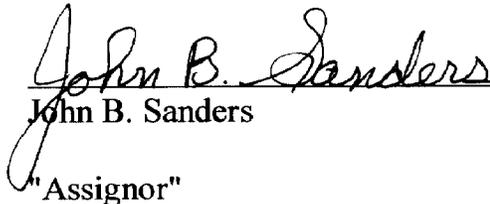
3.3 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal effective as of the date shown above.



Barry L. Rosenblatt

"Assignee"

  
\_\_\_\_\_  
John B. Sanders  
"Assignor"