

RECORD

04-28-2003

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102432099

To the Honorable Commissioner of Patents and Trademarks original documents or copy thereof.

1. Name of conveying party(ies): 4-16-03
Spencer Lambert, Kyle Bateman and Thomas Marshall

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

2. Name and address of receiving party(ies)

Name: **ACTION TARGET, INC.**

Address: **P.O. Box 636 Provo
Utah 84603**

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: April 2, 2003

OFFICE OF THE CLERK OF THE U.S. PATENT & TRADEMARK OFFICE
2003 APR 16 AM 7:19
FINANCE SECTION

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: **December 11, 2002**

A. Patent Application No.(s)
10/317,025

B. Patent No.(s)
 04/24/2003 MBERHE 00000104 10317025
 01 FC:8021 40.00 OP

Additional numbers attached? Yes No

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

Name: Randall B. Bateman

Internal Address: MORRISS, BATEMAN, O'BRYANT & COMPAGNI, P.C.

Street Address: 136 South Main Street, Suite 700

City: Salt Lake City State: Utah ZIP: 84101

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:
50-0881 (Deficiencies Only)

(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.

Randall B. Bateman  4-16-03

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT
REEL: 013988 FRAME: 0955

ASSIGNMENT

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<i>Attorney Docket No.</i>	2074.ACTI.NP
<i>Inventor(s)</i>	Spencer Lambert et al.
<i>Assignee</i>	Action Target, Inc.
<i>Serial Number</i>	10/317,025
<i>Filing Date</i>	December 11, 2002

WHEN RECORDED RETURN TO:

MORRISS, BATEMAN, O'BRYANT & COMPAGNI
136 South Main Street, Suite 700
Salt Lake City, Utah 84101

WHEREAS Spencer Lambert, Kyle Bateman, and Thomas Marshall, **resident(s) of Utah**, have invented a certain new and useful improvement in BULLET TRAP, the application for United States Letters Patent which is identified above; and

WHEREAS, Action Target, Inc., a corporation of the State of Utah, having a business address of P.O. Box 636, Provo, Utah 84603, is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00), the receipt and sufficiency whereof is hereby acknowledged, and other good and valuable consideration, We, the said Spencer Lambert, Kyle Bateman, and Thomas Marshall, by these presents, do sell, assign, and transfer unto said Action Target, Inc., the full and exclusive right to the said invention and in and to said application and any and all divisions and continuations, substitutes and reissues of said application and the entire right, title, and interest in, to and under any and all Letters Patent of the United States and foreign countries that may issue or be granted on said invention.

The Assignors hereby authorize the Assignee to apply for and receive any and all United States and foreign patents relating to such improvements in its own name.

The Assignors hereby authorize and request the issuing authority to issue any and all

ASSIGNMENT

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<i>Attorney Docket No.</i>	2074.ACTI.NP
<i>Inventor(s)</i>	Spencer Lambert et al.
<i>Assignee</i>	Action Target, Inc.
<i>Serial Number</i>	10/317,025
<i>Filing Date</i>	December 11, 2002

United States and foreign patents granted on such improvements to and in the name of the Assignee.

The Assignors warrant and covenant that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned.

When requested by and at the expense of the Assignee, the Assignors covenant to carry out in good faith the intent and purpose of this agreement, to execute all divisional, continuing, substitute, renewal and reissue, and all other patent applications relating to any and all improvements relating to the invention; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the Assignee all facts and provide to the Assignee all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and to secure, maintain, defend and enforce valid and enforceable patent protection for the invention.

The Assignors hereby agree and acknowledge that the sale, assignment and transfer of rights and property set forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors of each undersigned Assignor and extend to the

ASSIGNMENT

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Attorney Docket No.	2074.ACTI.NP
Inventor(s)	Spencer Lambert et al.
Assignee	Action Target, Inc.
Serial Number	10/317,025
Filing Date	December 11, 2002

successors, assigns and nominees of the Assignee.

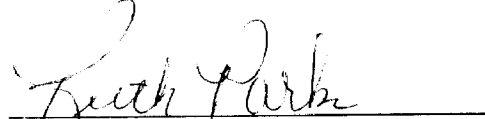
The Commissioner of Patents is hereby authorized and requested to issue said Letters Patent to said Action Target, Inc. as the assignee of the entire right, title, and interest in and to the same, for its sole use and behoof; and for the use and behoof of its legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

Executed this 2 day of April, 2003 at Provo, Ut.
(city) (state)

STATE OF Ut)
County of Ut) : ss


Spencer Lambert

Before me personally appeared Spencer Lambert and acknowledged the foregoing instrument to be his free act and deed this 2 day of April, 2003.


Notary Public

Residing at/My commission expires: _____



ASSIGNMENT

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Attorney Docket No.	2074.ACTI.NP
Inventor(s)	Spencer Lambert et al.
Assignee	Action Target, Inc.
Serial Number	10/317,025
Filing Date	December 11, 2002

Executed this 1 day of April, 2003 at Provo, Ut.
(city) (state)

STATE OF Ut.)

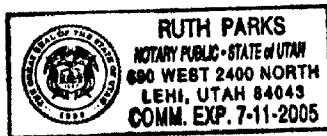
Kyle Bateman
Kyle Bateman

: ss
County of Ut.)

Before me personally appeared Kyle Bateman and acknowledged the foregoing instrument to be his free act and deed this 1 day of April, 2003.

Ruth Parks
Notary Public

Residing at/My commission expires:



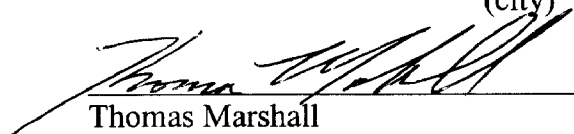
ASSIGNMENT

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Attorney Docket No.	2074.ACTI.NP
Inventor(s)	Spencer Lambert et al.
Assignee	Action Target, Inc.
Serial Number	10/317,025
Filing Date	December 11, 2002

Executed this 1st day of APRIL, 2003 at Provo, UTAH.
(city) (state)

STATE OF Utah
County of Utah : ss


Thomas Marshall

Before me personally appeared Thomas Marshall and acknowledged the foregoing instrument to be his free act and deed this 1 day of April, 2003.


Notary Public

Residing at/My commission expires:

