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(Rev. 03/01) (modified)

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(Rev. 03/01) (modified)
OMB No. 0651-0027 (exp 5/31/2002)

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To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof: 1. Name of conveying party(ies): 2. Name and address of receiving party(ies); 5-28-03 Fishbelly Internationa **KAITHAM** Name: Additional name(s) of conveying party(ies) attached? Internal Address: Yes ⊠ No 3. Nature of Conveyance: Street Address: 80 Wall Street, Suite 2 Assignment Assignment Merger Change of Name Security Agreement City: New York, NY Other: State: CA Zip: 10005 Additional name(s) & address(es) attached? **Execution Date:** May 12, 2003 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): 29/176,982 Additional numbers attached? 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: [1] concerning document should be mailed: Name: Daniel R. Brownstone, Esq. 7. Total fee (37 CFR 3.41): \$40.00 Internal Address: Fenwick & West LLP Check Enclosed Street Address: 801 California Street Fee Transmittal Enclosed City: Mountain State: CA Zip Code: 94041 Charge the indicated fees to the below mentioned View deposit account. 8. Deposit Account No.: 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. Daniel R. Brownstone, Reg.No.46,581 Name of Person Signing Total number of pages including cover sheet, attachments, documents: [3] 23686-07643 Case Docket No.:

23686/07643/SF/5099937.1

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to Fishbelly International, Inc., a Delaware corporation, having a place of business at 80 Wall Street, Suite 217, New York, New York 10005, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1.	The	entire	worldwide	right,	title,	and	interest	in a	all inve	entions	and
improvements	("SU	BJECT	MATTER	") that	are di	sclos	ed in the	prov	visional	applica	ation
filed under 3	5 U.S	S.C. §1	11(b) or no	on-prov	visiona	ıl apı	plication	filed	d under	35 U.	S.C.
§111(a) and entitled FISHING LURE ("APPLICATION"), which:											
is	to be	filed he	rewith								
\boxtimes wa	s file	d on	February	28, 20	<u>03</u> ,						
nov	w bear	ring U.	S. serial nun	nber <u>2</u>	29/176	,982	; and				

- 2. The entire worldwide right, title, and interest in and to:
- (a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

PATENT REEL: 014105 FRAME: 0924 Title of Document: ASSIGNMENT

Re:

Title: Filed: (if applicable) Fishing Lure February 28, 2003

Serial No.: (if applicable)

29/176,982

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature	Executed By This Person				
Kai Tham	May 12 ,2	<u>2003</u>			
Kai Haili					
State of NEW YORK S.S. County of NEW YORK S					
On MAY 12, 2003	before me, KAI K. Th	HAM personally			
appeared KAIK THAM	personally known to me or proved	d to me on the basis of			
satisfactory evidence to be the person whose name	ne is subscribed to the within instru	ment and acknowledged to			
me that he executed the same in his authorized cap	pacity, and that by his signature on the	he instrument the person, or			
the entity upon behalf of which the person acted, e		TOY MUI LAM			
		Notary Public, State of New York			
		No. 0IL6056069			
		Qualified in Ne v York County			
	Toy Low	Qualified in Ne v York County Commission Explices: 3/12 \ 6			
Notary Seal	Notary				

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Attorney Dokcet No: 23686-07643

RECORDED: 05/28/2003

PATENT

REEL: 014105 FRAME: 0925