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

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

1. Name of conveying party(ies):
Jonathan Rollin Edwards

2. Name and address of receiving party(ies)
Name: Town Creek Industries, Inc.

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: _____

7375 Benedict Avenue, P.O. Box 314

City: Benedict State: MD Zip: 20612

Execution Date: 06/12/2003

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) 5,067,932

Additional numbers attached? Yes No

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

Name: David E. Tether

Internal Address: Town Creek Industries, Inc.

Street Address: _____

7375 Benedict Avenue, P.O. Box 314

City: Benedict State: MD Zip: 20612

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

PAYMENT SECTION
JUN 13 9:00 AM '03

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9. Signature.

S. Keith Mouldsdaile, Esq.
Name of Person Signing

S. Keith Mouldsdaile
Signature

June 13, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 3

06/17/2003 ECOOPER 00000271 5067932

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

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PATENT
REEL: 014162 FRAME: 0539

CONFIRMATION OF ASSIGNMENT OF PATENT RIGHTS

THIS CONFIRMATION OF ASSIGNMENT OF PATENT RIGHTS ("Assignment") is entered into as of the ____ day of June, 2003, by and between Jonathan Rollin Edwards, who resides at 39 East Patuxent Beach Road, California, Maryland 20619 (Assignor"), and TOWN CREEK INDUSTRIES, INC., A Maryland corporation with its principal place of business at 7375 Benedict Avenue, P.O. Box 314, Benedict, Maryland 20612 ("Assignee").


Explanation

Assignor is the inventor of US Patent 5,067,932 known as the "Electric Wheel" technology, which includes all U.S. and international rights in the invention, patent applications and patents described in Exhibit A hereto (collectively, "Issued Patents"). Although Assignor previously assigned his entire right, title and interest in the Patents to Assignee by means of various assignment and other documents, the parties desire to confirm and consolidate such assignments in this Assignment.

Assignment

In consideration of One Dollar (\$1.00) or equivalent and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby sells, transfers, assigns, and sets over to the Assignee, and hereby acknowledges that Assignor has sold, transferred, assigned, and set over to the Assignee, and to its successors, assigns, and legal representatives, the entire right, title and interest in and to the invention underlying the Patent, the Patents, and all reissues, reexaminations, divisions, continuations, continuations-in-part, utility models, patents of importation, revalidation patents and inventor certificates to be obtained therefore throughout the world, together with the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement of the Patents. The Assignor agrees to cooperate with the Assignee in sustaining the Patents, and to execute any documents that legally may be required in connection with the filing, prosecution and maintenance of said Patents or any other patent application(s) or inventor certificates(s) in the United States and foreign countries for said Patents, including additional documents that may be required to affirm the rights of Assignee in and to said Patents, all without further consideration. Assignor also agrees, without further consideration but at Assignee's expense, to identify and communicate to Assignee at Assignee's request documents and information concerning the Patents that are within Assignor's possession or control, and to provide further assurances and testimony on behalf of Assignee that lawfully may be required of Assignor in respect of the prosecution, maintenance and defense of any patent application or patent encompassed hereunder. Assignor's obligations hereunder shall extend to Assignor's heirs, executors, administrators and other legal representatives. The Commissioner of Patents is hereby authorized and requested to recognize Assignee as assignee of Assignor's entire right, title and interest therein.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as an instrument under seal on the date written below.

J.E.


JONATHAN ROLLIN EDWARDS

Witness


**EXHIBIT A
ISSUED PATENTS**

**DUAL-INPUT INFINITE SPEED INTEGRAL MOTOR AND TRANSMISSION
DEVICE**

<u>Country</u>	<u>Application or Patent No.</u>	<u>Issue Date</u>
US	US 5,067,932	November 6, 1991

PENDING PATENT APPLICATIONS FOR

**DUAL-INPUT INFINITE SPEED INTEGRAL MOTOR AND TRANSMISSION
DEVICE**

<u>Country</u>	<u>Serial No.</u>
Australia	651,644
Canada	2,096,842
Korea	701571/1993
European	92900829.0
Japan	502318/1992