

06-17-2003



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RECORDATION FORM COVER SHEET

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

PATENTS ONLY

6-6-03

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

1. Name of conveying party(ies):

Michael J. Hopmeier; John C. Taffe

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

2. Name and address of receiving party(ies)

Name: Explotrain, LLC

Street Address:

P.O. Box 1626
Eglin AFB, Florida 32542

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 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 new application is: _____

A. Patent Application No.(s):

09/481,682

B. Patent No.(s):

Additional numbers attached? Yes No

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

Name: James Remenick
MORRISON & FOERSTER LLP

Street Address:
1650 Tysons Blvd., Suite 300

City: McLean State: VA Zip: 22102

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
 Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number: _____
03-1952
(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.

James Remenick, Reg. No. 36,902
Name of Person Signing

[Signature]
Signature

June 6, 2003
Date

Total number of pages including cover sheet, attachments, and documents: 7

06/16/2003 TDIAZ1 00000058 031952 09481682

01 FC:8021 40.00 DA

PATENT
REEL: 014165 FRAME: 0851

ASSIGNMENT

WHEREAS, WE, Michael J. Hopmeier, with a residence at 425 E. Hollywood Boulevard, Suite A, Mary Esther, Florida 32569, and John C. Taffe, with a residence at 2422B Dorrington, Houston, Texas 77030 (hereinafter collectively the "Assignors"), have invented certain new and useful improvements entitled:

SYSTEM AND METHOD FOR SIMULATED DEVICE TRAINING

described in an application for United States Letters Patent filed on January 12, 2000, and accorded U.S. Patent Application No. 09/481,682; which is based on U.S. Provisional Application no. 60/115,912 filed January 14, 1999 (hereinafter the "Invention");

AND, WHEREAS, Explotrain, LLC, a corporation with an address at P.O. Box 1626 Eglin AFB, Florida 32542 (hereinafter "Assignee"), is desirous of acquiring all rights, title and interests in and to this Invention, including any patents and patent application therefrom, under the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) or the equivalent thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Assignors do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, our entire rights, title and interests in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said Invention including said United States application, any other United States or foreign applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said Invention, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said Invention, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said Invention or any parts thereof;

Assignors do hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to Assignee its interest and title in and to said Invention or any parts thereof, and in and to said several patents or any of them;

Assignors hereby covenant for ourselves and our legal representatives, and agree with said Assignee, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said Invention, to anyone except said Assignee, that prior to the execution of this deed, our right, title and interest in said Invention have not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

Assignors do hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent which may be granted upon said United States applications, or upon any applications directed to said Invention or any parts thereof when granted, to said Assignee;

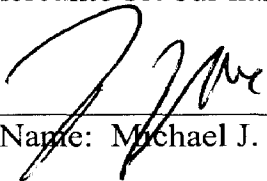
Assignors make no representations, guarantees, or warranties whatsoever with respect to the safety, quality, efficacy, patentability, fitness for a particular purpose, or merchantability of any product or process described in the patents and applications directed to the Invention. Without limiting any of the foregoing, all warranties, express or implied, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose, are specifically disclaimed. In no event shall assignors be liable in tort, contract or otherwise for loss by assignee, assignee's successors, predecessors, employees, agents and assigns, for products, profits or any special or consequential or punitive damages, either direct or indirect, in connection with the performance and/or obligations under this assignment or from assignee's practice of the Invention as embodied in any patents or patent applications directed thereto;

Assignors make no representation, warranty or guarantee whatsoever that the use of any products or processes disclosed or described in the patents and patent applications directed to the Invention will not infringe any patent or other rights of a third party. Assignors disclaim any and all liability arising from any claim or action which may be brought against assignee alleging infringement of any claims of any patent by reason of the practice of any products or processes described in any patents and patent application directed to the Invention. Assignee shall exonerate, hold harmless, defend and indemnify Assignors from any claim, damage, liability, deficiency and expense, including attorney fees and cost, for any such claim or action by a third party; and

Assignee hereby indemnifies Assignors, Assignors' successors, predecessors, employees, agents and assigns from any and all liability, causes of action, claims or demands whatsoever in law or in equity, known or unknown, whether asserted or unasserted, arising or claimed to arise from the Invention as embodied in any patents or patent applications. Assignee hereby releases Assignors and assumes responsibility to pay maintenance fees and to take whatever action may be necessary to maintain the Patents that are the subject of this Assignment Agreement.

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

~~April~~ ^{June} 3, 2003
Date



Name: Michael J. Hopmeier

County of Arlington)
) SS:
State of Virginia)

MORRISON & FOERSTER LLP
INTELLECTUAL PROPERTY DEPARTMENT
1650 TYSON'S BOULEVARD
SUITE 300
MCLEAN, VIRGINIA 22102
(703) 760-7700 (TELEPHONE)
(703) 760-7777 (FACSIMILE)

On this 3rd day of June, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared Michael J. Hopmeier, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Robert Smith
Notary Public

(SEAL)

My Commission Expires
My Commission Expires 7/31/06

April __, 2003
Date

Name: John C. Taffe

County of _____)
) ss:
State of _____)

On this _____ day of _____, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared John C. Taffe, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Notary Public

(SEAL)

My Commission Expires _____

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ASSIGNMENT

WHEREAS, WE, Michael J. Hopmeier, with a residence at 425 E. Hollywood Boulevard, Suite A, Mary Esther, Florida 32569, and John C. Taffe, with a residence at 2446 July Street, Baton Rouge, Louisiana 70808 (hereinafter collectively the "Assignors"), have invented certain new and useful improvements entitled:

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AND, WHEREAS, Explotrain, LLC, a corporation with an address at P.O. Box 1626 Eglin AFB, Florida 32542 (hereinafter "Assignee"), is desirous of acquiring all rights, title and interests in and to this Invention, including any patents and patent application therefrom, under the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) or the equivalent thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, Assignors do hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, our entire rights, title and interests in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said Invention including said United States application, any other United States or foreign applications, including provisional, divisional, renewal, substitute, continuation, reexamination and reissue applications, based in whole or in part on said United States application or in whole or in part on said Invention, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said Invention, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said Invention or any parts thereof;

Assignors do hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-referenced application or in the preparation or prosecution of any continuing, substitute, divisional, renewal, reexamination or reissue application or in any amendments, extensions or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to Assignee its interest and title in and to said Invention or any parts thereof, and in and to said several patents or any of them;

Assignors hereby covenant for ourselves and our legal representatives, and agree with said Assignee, its successors and assigns, that we have granted no right or license to make, use, sell or offer to sell said Invention, to anyone except said Assignee, that prior to the execution of this deed, our right, title and interest in said Invention have not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

Assignors do hereby authorize and request the United States Commissioner for Patents to issue any and all letters patent which may be granted upon said United States applications, or upon any applications directed to said Invention or any parts thereof when granted, to said Assignee;

Assignors make no representations, guarantees, or warranties whatsoever with respect to the safety, quality, efficacy, patentability, fitness for a particular purpose, or merchantability of any product or process described in the patents and applications directed to the Invention. Without limiting any of the foregoing, all warranties, express or implied, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose, are specifically disclaimed. In no event shall assignors be liable in tort, contract or otherwise for loss by assignee, assignee's successors, predecessors, employees, agents and assigns, for products, profits or any special or consequential or punitive damages, either direct or indirect, in connection with the performance and/or obligations under this assignment or from assignee's practice of the Invention as embodied in any patents or patent applications directed thereto;

Assignors make no representation, warranty or guarantee whatsoever that the use of any products or processes disclosed or described in the patents and patent applications directed to the Invention will not infringe any patent or other rights of a third party. Assignors disclaim any and all liability arising from any claim or action which may be brought against assignee alleging infringement of any claims of any patent by reason of the practice of any products or processes described in any patents and patent application directed to the Invention. Assignee shall exonerate, hold harmless, defend and indemnify Assignors from any claim, damage, liability, deficiency and expense, including attorney fees and cost, for any such claim or action by a third party; and

Assignee hereby indemnifies Assignors, Assignors' successors, predecessors, employees, agents and assigns from any and all liability, causes of action, claims or demands whatsoever in law or in equity, known or unknown, whether asserted or unasserted, arising or claimed to arise from the Invention as embodied in any patents or patent applications. Assignee hereby releases Assignors and assumes responsibility to pay maintenance fees and to take whatever action may be necessary to maintain the Patents that are the subject of this Assignment Agreement.

IN WITNESS WHEREOF, we have hereunto set our hand and seal.

April __, 2003
Date

Name: Michael J. Hopmeier

County of)
) SS:
State of)

MORRISON & FOERSTER LLP
INTELLECTUAL PROPERTY DEPARTMENT
1650 TYSON'S BOULEVARD
SUITE 300
MCLEAN, VIRGINIA 22102
(703) 760-7700 (TELEPHONE)
(703) 760-7777 (FACSIMILE)

On this _____ day of _____, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared Michael J. Hopmeier, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Notary Public

My Commission Expires _____

~~April~~ ^{JUNE} 5, 2003
Date

John C. Taffe
Name: John C. Taffe

PARISH)
County of EAST BATON ROUGE)
SS:
State of LOUISIANA)

On this 5th day of June, 2003, before me a Notary Public in and for the County and State aforesaid, personally appeared John C. Taffe, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

Barbara S. Griffiths
Notary Public

My Commission Expires At death

BARBARA S. GRIFFITHS
Notary Public
East Baton Rouge Parish,
Louisiana
MY COMMISSION IS ISSUED FOR LIFE

MORRISON & FOERSTER LLP
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