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To the Honorable Commissioner of Patents and Trademarks, Please record the attached

102492422

1. Name of conveying party(ies):

Abraham E. Auerbach

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: Safewear.com, Inc.

Internal Address:

Street Address: 1432 Tamberwood Trail

City: Woodbury State: MN ZIP: 55125

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

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FINANCE SECTION

7-7-03

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: June 19, 2003

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)

5,044,492

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence

concerning document should be mailed:

Name: Fredrikson & Byron, P.A.

Internal Address: 4000 Pillsbury Center

Street Address: 200 South Sixth Street

City: Minneapolis State: Minnesota ZIP: 55402-1425

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:

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PATENT
REEL: 014235 FRAME: 0115

ASSIGNMENT

Whereas, Abraham E. Auerbach, citizen of U.S.A, residing at 2045 Paseo Redondo, Oracle, AZ 85623 ("Assignor"), is the owner of United States Patent No. 5,044,492. ("Patent")

Whereas, Safewear.com, Inc., a Minnesota corporation having a place of business at 1432 Tamberwood Trail, Woodbury, Minnesota 55125 ("Assignee"), desires to acquire the entire right, title and interest in to United States Patent No. 5,044,492 and to the invention described and claimed therein;

In exchange for a one time fee of Four Thousand dollars (\$4,000.00), the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and its successors and assigns:

- (1) The entire right, title and interest to the Patent including the inventions described or claimed therein, and to each U.S. and foreign patent application and patent from which the Patent claims priority to in whole or in part; and
- (2) The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patent;
- (3) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patent, and all foreign applications based thereon;
- (4) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
- (5) The right to enforce patent rights to the Patent as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor further agrees for itself and for its successors and assigns to execute and deliver without further consideration any further applications, assignments or other documents and to perform such other lawful acts as Assignee its successors and assigns may deem necessary to fully secure, maintain and enforce its rights, title or interest as outlined herein.

Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

Assignee hereby agrees to pay any and all future maintenance fees for the Patent, including the fee of One Thousand Eight Hundred Sixty (\$1,860.00) due on September 3, 2003.

