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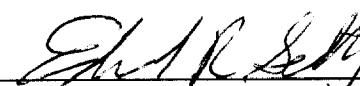


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Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<b>1. Name of conveying party(ies):</b> <b>Steven E. Sadinsky</b>  Additional name(s) of conveying party(ies) attached: NO		<b>2. Name and address of receiving party(ies):</b> Name: <b>Guardian Pool Fence Systems, Inc.</b>  Street Address: 14715 Aetna Street, Van Nuys, California 91411			
<b>3. Name of conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:		<b>Execution Date:</b> March 10, 1998  Additional name(s) & address(es) attached? NO			
<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is:  <table border="0"><tr><td><b>A. Patent Application No.(s)</b></td><td><b>B. Patent No.(s)</b> <u>5,664,769</u></td></tr></table> Additional numbers attached? NO				<b>A. Patent Application No.(s)</b>	<b>B. Patent No.(s)</b> <u>5,664,769</u>
<b>A. Patent Application No.(s)</b>	<b>B. Patent No.(s)</b> <u>5,664,769</u>				
<b>5. Please return the recorded document and address all correspondence to:</b>  <b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Edward R. Schwartz		<b>6. Total number of applications and patents involved</b> <span style="border: 1px solid black; padding: 0 5px;">1</span>  <b>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</b>  <b>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</b>			
<b>10. <input type="checkbox"/> Explanatory letter is enclosed.</b>					
<b>9. Statement and signature.</b> 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.  Date: July 11, 2003  By  Name: Edward R. Schwartz 626/795-9900					
07/18/2003 DBYRNE 00000034 5664769 FC:8021 40.00 DP		Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 0 5px;">2</span>			

FINANCE SECTION  
JUL 17 AM 6:30

### ASSIGNMENT

WHEREAS, **Steven E. Sadinsky**, having a place of business at 7733 Densmore Avenue, Van Nuys, California 91406 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNOR") is the assignee of record of **Patent No. 5,664,769**, Issued September 9, 1997, for an invention entitled **SWIMMING POOL AND SPA TENSIONED PROTECTIVE FENCE WITH AUTO LOCKABLE GATE AND METHOD OF INSTALLATION THEREOF**;

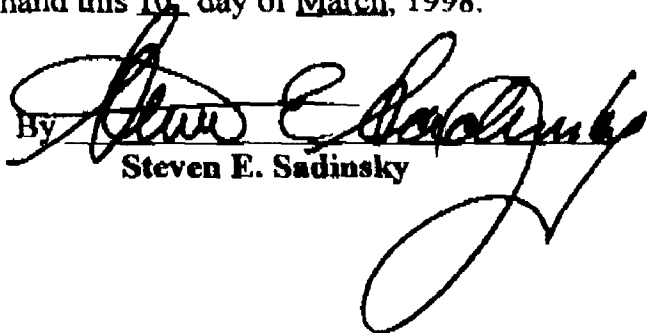
AND WHEREAS, **Guardian Pool Fence Systems, Inc.**, having a place of business at 7733 Densmore Avenue, Van Nuys, California 91406 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said **Patent No. 5,664,769**, and all the inventions therein, and ASSIGNOR is willing to enter into such assignment.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to Patent No. 5,664, 769 and all continuations, divisions, reexaminations, reissues and substitutes thereof, and all inventions therein;

ASSIGNOR hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith;

ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE any and all facts known to it respecting said patent, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuations, reexamination, reissue and substitute applications, and make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 10<sup>th</sup> day of March, 1998.

By   
Steven E. Sadinsky