

07-22-2003



COVER SHEET
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102504598

Attorney's Docket No. 007198-530

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 7.9.03
Stuart Harvey LEE

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other: _____

Execution Date: July 2, 2003

2. Name and address of receiving party(ies):
 Name: OneWorld Enterprises Ltd.
 Address: 1601 Enterprise Square Two
3 Sheung Yuet Road
Kowloon Bay, Hong Kong
SAR, China

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

16235 U.S. PTO
29/186020
07/09/05

4. Application number(s) or patent number(s): 29186020
 If this document is being filed together with a new application, the execution date of the application is: July 2, 2003

A. Patent Application No.(s) _____
 B. Patent No.(s) _____

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: James A. LaBarre
 Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.
P.O. Box 1404
Alexandria, Virginia 22313-1404

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, if necessary

8. Deposit account number:
02-4800

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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 A. LaBarre Reg. 28,632
 Name of Person Signing

[Signature]
 Signature

July 8, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 40.00

Mail documents to be recorded with required cover sheet information to:

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07/10/2003 WABDELRI 00000057 29186020
 40.00 DP
 02 FC:8021

ASSIGNMENT

(SOLE)

THIS ASSIGNMENT, by Stuart Harvey LEP, residing at 110-21 73rd Rd. #3a, Forest Hills, NY 11375, United States of America (hereinafter referred to as "the Assignor"), respectively, witnesseth:

WHEREAS, the Assignor has invented certain new and useful Improvements in "RedJo" set forth in an application for Letters Patent of the United States, which is a

provisional application non-provisional application

1. (a) filed herewith;
(b) to be filed;
2. having an oath or declaration executed on even date herewith prior to filing of application;
3. bearing Application No. _____, and filed on _____; and

WHEREAS, OneWorld Enterprises Ltd., a corporation duly organized under and pursuant to the laws of Hong Kong, and having a principal place of business at 1601 Enterprise Square Two, 3 Shuang Yue Road, Kowloon Bay, Kowloon, Hong Kong SAR, China (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in exchange for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and renewals and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignor, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said Inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

DATE 07/02/03

Grant H. Lee
SIGNATURE OF ASSIGNOR