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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):  
USCL CORPORATION  
2737 EASTERN AVENUE  
SACRAMENTO, CA 95821  
Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):  
Name: THOMAS R. TURINO  
Address: 9346 SOARING OAKS DRIVE

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other ASSIGNMENT / MUTUAL RELEASE  
Execution Date: 07/23/2003

City: ELK GROVE State/Prov.: CA  
Country: US ZIP: 95758  
Additional name(s) & address(es)  Yes  No

4. Application number(s) or patent numbers(s):  
If this document is being filed together with a new application, the execution date of the application is:  
Patent Application No. Filing date

B. Patent No.(s)  
5,994,892  
 Yes  No

OFFICE OF PATENT AND TRADEMARK  
2003 AUG 15 AM 10:17  
FINANCE SECTION

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: JOHN P. O'BANION  
Registration No. 33,201  
Address: O'BANION & RITCHEY LLP  
400 CAPITOL MALL, SUITE 1550  
City: SACRAMENTO State/Prov.: CA  
Country: US ZIP: 95814

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41):.....\$ 40.00  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
8. Deposit account number:  
07-1137  
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9. Declaration and signature. 40.00  
*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.*  
JOHN P. O'BANION 08/14/2003  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and

5

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
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P.O. Box 1450, Alexandria, VA 22313-1450

**PATENT**  
**REEL: 014394 FRAME: 0240**

**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR,

Name: USCL CORPORATION  
 Address: 2737 EASTERN AVENUE  
 SACRAMENTO, CA 95821

hereby sells, assigns and transfers to ASSIGNEE:

Name: THOMAS R. TURINO  
 Address: 9346 SOARING OAKS DRIVE  
 ELK GROVE, CA 95758

and the successors, assigns and legal representatives of the ASSIGNEE, the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

**INTEGRATED CIRCUIT DESIGN AUTOMATIC UTILITY METER: APPARATUS AND METHOD**

and which is found in

- (a)  U.S. provisional patent application filed herewith and listing the above named person(s) as inventor(s).
- (b)  U.S. patent application filed herewith listing the above named person(s) as inventor(s).
- (c)  U.S. patent application serial no. \_\_\_\_\_, filed on \_\_\_\_\_.
- (d)  U.S. Patent No.: 5,994,892, issued NOVEMBER 30, 1999.

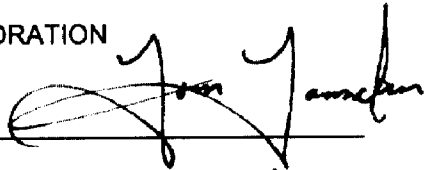
and any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, continuation-in-part, extension or substitute thereof, and any reissue, reexamination or extension of said Letters Patent and all rights under all International Conventions for the Protection of Industrial Property;

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said Invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation, or proceeding relating thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue or enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Dated: 6/5/2001

USCL CORPORATION

By: 

Title: President & CEO

**MUTUAL RELEASE BETWEEN USCL CORPORATION**

**AND**

**THOMAS R. TURINO**

This Mutual Release (hereinafter "Release") is entered into as of the date indicated below, (hereinafter "Effective Release Date") by and between USCL Corporation, a Nevada Corporation with offices at 2737 Eastern Avenue, Sacramento, California 95821 (hereinafter the "Company"), and Thomas R. Turino, an individual residing at 9346 Soaring Oaks Drive, Elk Grove, California 95758 (hereinafter "Turino"), each of which is also referred to herein individually as "Party" and both of which are also referred to herein collectively as "Parties".

**RECITALS**

**WHEREAS:**

- a. USCL is the owner of United States Patent Number 5,994,892 pursuant to the Assignment Agreement between the parties dated June 5, 2001.
- b. Turino desires to acquire from USCL the ASSIGNED Patent.

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter contained and for other good and valuable consideration the receipt of which is hereby acknowledged, the Company and Turino hereby agree as follows:

1. Upon execution of this Release, USCL Corporation shall immediately cause to be returned to Turino the executed Assignment document to Turino effectively transferring

ownership and title to the above referenced patent to Turino.

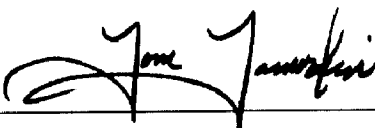
2. Each party hereby releases the other party from any and all claims arising out of the June 5, 2001 Assignment Agreement as relate to the above referenced patent as of the date of execution of this Release to the extent that such claims arise from actions and events prior to the effective release date.

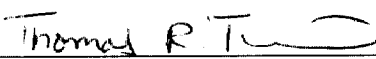
3. Each party shall bear its costs associated with this Release.

**IN WITNESS WHEREOF**, the parties hereto have executed this Release on the day and date first set forth above:

USCL Corporation:

Thomas R. Turino:

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Tom D. Tamarkin  
President & CEO

Date: 7/16/2003

Date: 07/23/03