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Attorney Docket No.: XANI119661

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1. Submission Type

☒ New

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Document ID# _____

☐ Correction of Error: Reel _____, Frame _____

2. Conveyance Type:

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other:

3. Name(s) of conveying party(ies): Execution Date:

Dennis W. Lieurance

June 27, 2000

Daryl L. Bever

June 27, 2000

David D. Madura

June 27, 2000

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

4. Name and address of receiving party:

Name: Statpower Technologies Partnership

Address: Stafford House, Suite #3
The Garrison, St. Michael
Barbados

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

5. Application number(s) and/or patent number(s):

A. Patent Application No(s).

B. Patent No(s). Des. 425,018

Additional numbers attached? ☐ Yes ☒ No

If this document is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor: _____

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

John D. Denkenberger, Esq.
Customer No. 26389
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue, Suite 2800
Seattle, WA 98101-2347
206.682.8100

7. Total number of applications and/or patents involved: 1

8. Total fee (37 C.F.R. 3.41):..... \$40.00

9. ☒ The fee is authorized to be charged to Deposit Account No. 03-1740.

10. The Director is hereby authorized to charge any fees under 37 C.F.R. § 3.41 which may be required by this paper, or credit any overpayment, to Deposit Account No. 03-1740.

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11. Statement and signature:

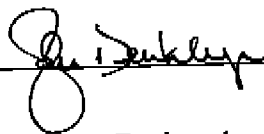
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John D. Denkenberger

Name of Attorney or Agent

Registration No. 44,060

Direct Dial 206.695.1749



Signature

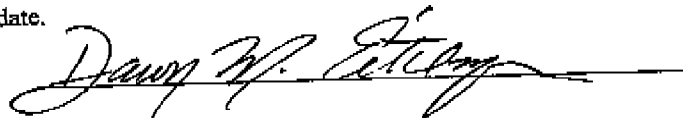
April 28, 2004

Date

Total number of pages, including cover sheet, attachments, and document: 5

I hereby certify that this correspondence is being transmitted via facsimile to Assignment Recordation Services, U.S. Patent and Trademark Office, at facsimile number 703-306-5995, on the below date.

Date: April 28, 2004



JDD:GLS

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PATENT
REEL: 014567 FRAME: 0731

CH \$40.00 031740 D425018

ASSIGNMENT AGREEMENT NO. 2

THIS ASSIGNMENT is made as of the 29th day of June, 2000.

AMONG:

DENNIS W. LIEURANCE, having an address of
1053 Honeysuckle Drive, San Marcos, California, 92069

AND:

DARYL L. BEVER, having an address of 17439 Lyons Creek
Road, Jamul, California, 91935

AND:

DAVID D. MADURA, having an address of 43 Half Crown
Circle, Ashland, Massachusetts, 01721

(collectively, the "Assignors")

AND:

STATPOWER TECHNOLOGIES PARTNERSHIP, a
partnership with an office at Suite #3, Stafford House, The
Garrison, St. Michael, Barbados

(the "Assignee")

WHEREAS:

(A) The Assignors are the registered owners of the U.S. Design Patent
No. DES 425,018, issued from application no. 29/107,796 (the "Design Patent") and the owners
of all common law rights therein;

(B) The Assignors wish to assign the Design Patent and all common law rights in the
Design Patent to the Assignee on terms and conditions herein set forth;

THIS AGREEMENT WITNESSES that in consideration of the sum of \$1.00 now paid by the
Assignee to the Assignors and for other good and valuable consideration, the receipt and
sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Assignment of Design Patent

1. Based and relying on the warranties and representations of the Assignors set forth
in §2, the Assignee hereby agrees to purchase, and the Assignors hereby sell, assign and transfer
to the Assignee, its successors and assigns, full right, title and interest in and to the Design Patent
including all common law rights therein and all associated registrations therefor together with the
benefit of all use of the Design Patent, the right to bring suits for past, present or future

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infringements related to the Design Patent, all goodwill relating to the Design Patent, and all right, title and interest in and to any renewals or re-registrations thereof, to have and to hold unto the Assignee absolutely and forever.

Representations and Warranties

2. The Assignors represent and warrant to the Assignee that:
- (a) the Design Patent is valid and subsisting and held by the Assignors with good and marketable title and is in good standing free and clear of all security interests, claims, liens, objections and infringements of every nature and kind and all registrations therefor have been kept renewed and are in full force and effect;
 - (b) to the best of their knowledge, there has been no infringement of the Design Patent; and
 - (c) the Assignors are not aware of any threatened claims, actions or oppositions against the Design Patent.

Survival of Representations and Warranties

3. The representations and warranties of the Assignors will survive the execution of this Agreement.

Further Assurances

4. The Assignors will execute and deliver all such documents, instruments and other papers as may be necessary or desirable to perfect the title to the Design Patent, and all registrations therefor, in the Assignee, its successors and assigns and to communicate to the Assignee all known facts respecting the Design Patent and any registrations therefor. All such documents, instruments and other papers and registrations will be prepared, filed and administered at the Assignee's expense. The Assignee will execute and deliver all such documents, instruments and other papers.

Counterparts

5. This Assignment may be executed in one or more counterparts, and each such counterpart will be considered to be a part of one and the same document.

IN WITNESS WHEREOF the parties have executed and delivered this Assignment effective as of the date set out above.


DENNIS W. LIEURANCE


DARYL L. BEVER

DAVID D. MADURA

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infringements related to the Design Patent, all goodwill relating to the Design Patent, and all right, title and interest in and to any renewals or re-registrations thereof, to have and to hold unto the Assignee absolutely and forever.

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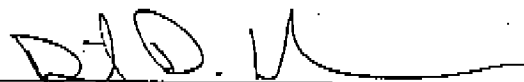
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DENNIS W. LIEURANCE

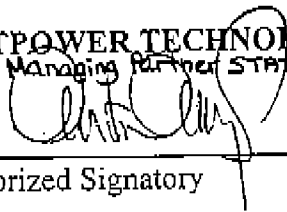
DARYL L. BEVER



DAVID D. MADURA

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STATPOWER TECHNOLOGIES PARTNERSHIP
By its Managing Partner STATPOWER INTERNATIONAL SRL



Authorized Signatory