

<p>Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)</p> <p>Tab settings        </p>	<p><b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b></p>	<p>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</p>
<p>To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.</p>		
<p>1. Name of conveying party(ies):  Propulsion Networks, Inc.  350 Marine World Parkway, Suite 300  Redwood Shores, CA 94065</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)  Name: <u>Trepton Research Group, Inc.</u>  Internal Address: _____  _____  _____  Street Address: <u>2700 Mission College Blvd.</u>  <u>M/S 140Q</u>  _____  City: <u>Santa Clara</u> State: <u>CA</u> Zip: <u>95054</u>  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>10/31/03</u></p>	<p>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) <u>10/144,091</u>  _____  B. Patent No.(s) _____  _____  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Michael L. Gencarella, Esq.</u>  Internal Address: <u>Martine &amp; Penilla, LLP</u>  _____  _____  Street Address: <u>710 Lakeway Drive</u>  <u>Suite 170</u>  _____  City: <u>Sunnyvale</u> State: <u>CA</u> Zip: <u>94085</u></p>	<p>6. Total number of applications and patents involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>280.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number:  <u>50-0805 (Ref: Trepton)</u></p>	
<p><b>DO NOT USE THIS SPACE</b></p>		
<p>9. Signature.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 30%;"> <p><u>Michael L. Gencarella, Esq.</u> Name of Person Signing</p> </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <p><u>May 14, 2004</u> Date</p> </div> </div> <p style="text-align: right; margin-top: 10px;">Total number of pages including cover sheet, attachments, and documents: <u>5</u></p>		

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

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**PATENT**  
**REEL: 014632 FRAME: 0242**

Form PTO-1595 (Cont'd)		RECORDATION FORM COVER SHEET	U.S. Department of Commerce U.S. Patent and Trademark Office
PATENTS ONLY			
Name of Conveying Party: Propulsion Networks, Inc.		Name of Receiving Party: Trepton Research Group, Inc.	
4. Application Numbers or Patent Numbers: CONT'D			
A. Patent Application No.(s)  10/144,211 10/153,137 10/144,387 10/144,092 10/151,774 10/151,775		B. Patent No.(s)	

**EXHIBIT 3.02(b)(3)****PATENT ASSIGNMENT****ASSIGNMENT AND TRANSFER OF PATENTS**

**WHEREAS**, Propulsion Networks, Inc., a Delaware corporation, with offices at 350 Marine World Parkway, Suite 300, Redwood Shores, CA, 94065 ("**Assignor**") owns certain patent applications and/or registrations, as listed in Exhibit A attached hereto and incorporated herein by this reference ("**Patents**"); and

**WHEREAS**, Trepton Research Group, Inc., a Delaware corporation, with offices at 2700 Mission College Blvd, M/S 140Q, Santa Clara, CA 95034 ("**Assignee**"), desires to acquire all of the right, title and interest of Assignor in, to and under the Patents;

**WHEREAS**, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of October 31<sup>st</sup>, 2003 ("**Assignment Agreement**"), assigning, among other things, all right, title and interest in and to the Patents and in and to the registrations for same from Assignor to Assignee;

**NOW, THEREFORE**, for good and valuable consideration described in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to the Patents, including all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for the Patents (and the right to apply for any of the foregoing); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents throughout the universe, including without limitation all foreign counterparts and foreign equivalents of any of the foregoing.

Assignor authorizes and requests the patent officials in the United States and in any and all foreign jurisdictions to issue any and all letters patent and foreign counterparts or equivalents thereof to Trepton Research Group, Inc., as assignee of the entire interest of Assignor therein, and covenants that Assignor has full right to convey the entire interest herein assigned and that Assignor has not executed and will not execute any agreements in conflict herewith.

Assignor further agrees, for itself, its successors and assigns, to execute such further documents and to perform such further lawful acts as may reasonably be required to effectuate this assignment.

IN WITNESS WHEREOF, Assignor has caused this assignment to be duly executed by an authorized officer on this 31<sup>st</sup> day of October, 2003.

PROPULSION NETWORKS, INC.

By: Robert E. Larson  
Robert E. Larson  
Chairman of the Board

STATE OF California )  
COUNTY OF San Mateo ) ss.

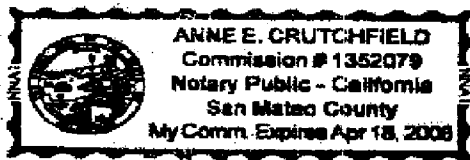
On October 31, 2003 before me, the undersigned notary public in and for said County and State, personally appeared Robert E. Larson

X personally known to me [or]

\_\_\_\_\_ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that Robert E. Larson executed the same in his authorized capacity(ies) and that, by Robert E. Larson signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.

Witness my hand and official seal.



Anne E. Crutchfield

My commission expires on

April 18, 2006