| (Rev 6-93) REC | 12-11-2003 | U.S. DEPAR HEET | TMENT OF COMMERCE Patent and Trademark Office |
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| Tapesh Yadav | | | org = |
| 12.4-63 | 14330 | Products Corporation Longs Peak Court nont, CO 80504 | 17858 U.S.I |
| Additional conveying party(ies) NO | | | |
| 3. Nature of conveyance: ASSIGNMENT Execution Date: | | | |
| December 2, 2003 | | ame(s) & address(es) attach | ed? NO |
| Application number(s) or patent number(s If this is being filed together with a new ap | \ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\ | the application is: | December 2, 2003 |
| A. Patent Application Number(s): | В. Г | Patent Number(s): | |
| 5. Name and address of party to whom correctoncerning document should be mailed: Stephen B. Maebius FOLEY & LARDNER Washington Harbour 3000 K Street, N.W., Suite 500 Washington, D.C. 20007-5143 | 7. Total fee X Check Charge 8. Deposit a | mber of applications/patents in (37 C.F.R. § 3.41): Enclosed to deposit account account number: 19-074 | \$40.00 |
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| 9. Statement and signature: To the best of my knowledge and be copy of the original document. The Commiss be required in this matter to the above-identification. Stephen B. Maebius | sioner is hereby authorized to c | s true and correct and any att harge any additional recorda | tached copy is a true tion fees which may |
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| :2/05/2003 RHARIS1 00000037 10726512 52 FC:8021 40.00 OP | | | |

002.1116048.1

PATENT REEL: 014765 FRAME: 0062

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transferrs, unto

NanoProducts Corporation 14330 Longs Peak Court Longmont, CO 80504

(hereinafter ASSIGNEE) its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

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| as set forth in | this United States Patent Application | | |
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as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

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PATENT REEL: 014765 FRAME: 0063 ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 2 day of

RECORDED: 12/04/2003

TAPESH YADAV

Witnessed By:

(Print Name)

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