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Docket No. 092153.2

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Mark Nickeas and Martin Nickeas
Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and address of receiving party:
Name: Industrial Packaging & Tooling, Inc.
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: 1/14/2004

City: _____ State: _____ Zip: _____
Street Address: 2255 East Pleasant Valley Road
City: Camarillo State: CA Zip: 93012
Additional name(s) & address(es) attached? Yes No

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: 1/14/2004
A. Patent Application No(s): _____ B. Patent No(s): _____
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Richard E. Lyon, Jr.
Internal Address: HOLLAND & KNIGHT LLP
633 West Fifth Street, 21st Floor
Los Angeles, CA 90071-2040

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Charge this Deposit Account if any additional fee is required
8. Deposit Account Number: 502481

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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.

Richard E. Lyon, Jr., Reg No. 26800
Date: January 15, 2004
Total number of pages including cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

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ASSIGNMENT

WHEREAS, WE, MARK NICKEAS, residing at 32369 Lake Pleasant Drive, Westlake Village, California 91361 and MARTIN NICKEAS, residing at 2155 Jamestown Way, Oxnard, California 93035 (hereinafter referred to as "ASSIGNORS"), have invented and own a certain invention entitled "VALVE SECURITY DEVICE," for which application for Letters Patent of the United States of America has been executed on even date herewith; and

WHEREAS, INDUSTRIAL PACKAGING & TOOLING, INC., a corporation organized and existing under and by virtue of the laws of California and having its principal place of business at 2255 East Pleasant Valley Road, Camarillo, California 93012 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the exclusive right, title and interest in, to and under said invention and in, to and under any Letters Patent or similar legal protection to be obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the said ASSIGNEE, its successors and assigns, the full and exclusive right, title and interest to said invention, said application and to all Letters Patent or similar legal protection, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in the United States or a foreign country for the full term or terms for which the same may be granted, including all priority rights under the International Convention; and ASSIGNORS hereby authorize and request the Commissioner for Patents to issue said Letters Patent or any legal

equivalent thereof to said ASSIGNEE, its successors and assigns, in accordance with this Assignment.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related 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 and enforce said application, said invention and said Letters Patent and said legal equivalents thereof in the United States or in any foreign country which may be necessary or desirable to carry out the purposes thereof.

EXECUTED at Camarillo, California, U.S.A., this 14TH day of January, 2004.

MARK NICKEAS
MARK NICKEAS

EXECUTED at Camarillo, California, U.S.A., this 14TH day of JANUARY, 2004.

MARTIN NICKEAS
MARTIN NICKEAS

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