


Client Code: FRSTRX.002A

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>Firststrax, Inc.</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: TAP, LLC</p> <p>Internal Address: Suite 130</p> <p>Street Address: 18-A Journey</p> <p>City: Aliso Viejo State: California</p> <p>ZIP: 92656</p> <p>Additional name(s) of receiving party(ies) attached?</p> <p>() Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement</p> <p>() Merger () Change of Name</p> <p>() Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)</p> <p>August 5, 2004</p>	<p>4. US or PCT Application number(s) or US Patent number(s):</p> <p>(X) Patent Application No.: 10/460,046</p> <p>Filing Date: June 12, 2003</p> <p>Additional numbers attached?</p> <p>() Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995</p> <p>Return Fax: (949) 760-9502</p> <p>Attorney's Docket No.: FRSTRX.002A</p>	<p>6. Total number of applications and patents involved: 1</p>
<p>7. Total fee (37 CFR 1.21(h)): \$40.00</p> <p>(X) Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>John M. Grover</u> Name of Person Signing</p> <p><u>42,610</u> Registration No.</p> <p> Signature</p> <p><u>AUGUST 18, 2004</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 3</p>	

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PATENT
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Application No.: 10/460,046
Filing Date: June 12, 2003

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ASSIGNMENT

WHEREAS, Firstrax, Inc., a California corporation having offices at 18-A Journey, Suite 130, Aliso Viejo, CA 92656 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States application for Letters Patent in the United States (hereinafter "the Patent Application"):

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
10/460,046	June 12, 2003	PET ENCLOSURE

WHEREAS, TAP, a Nevada limited liability company having offices at 18-A Journey, Suite 130, Aliso Viejo, CA 92656 (hereinafter "ASSIGNEE") desires to purchase the entire right, title, and interest in and to the inventions disclosed in the Patent Application;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that effective as of June 22, 2004, it sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patent Application and all additional Patents that may be granted thereon, including, but not limited to, all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patents that may hereafter be filed for said improvements or for the said Patent Application in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patent Application to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does confirm it has sold, assigned, and transferred, and by these presents does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue thereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patent Application immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving the Patent Application, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patent Application in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 5th day of August, 2004

FIRSTRAX, INC.

By: Michael Farmer

Name Printed: Michael Farmer

Title: President & CEO

Date: 8/5/04

Application No.: 10/460,046
Filing Date: June 12, 2003

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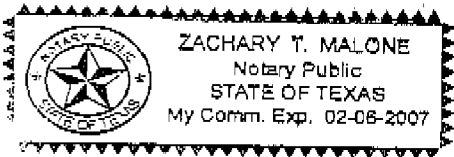
STATE OF }
COUNTY OF } ss.

On AUG 5, 2004, before me, ZACHARY MALONE, personally appeared Michael Farmer personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Z. Malone
Notary Signature



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