Form PTO-1595 (Rev. (06/04) OMB No. 0651-0027 (exp 6/30/2005)

CORDATION FORM	OVER SHEET	U.S. DEP	Trademark	
PATENTS				

PATENTS ONLY					
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
Name of conveying party(ies)/Execution Date(s): Spellbound Development Group, Inc.	2. Name and address of receiving party(ies) Name: Earl J Votolato and Kimberly Votolato, Trustees of the Votolato Living Trust Internal Address:				
Execution Date(s) 8 September 2004 Additional name(s) of conveying party(ies) attached? Yes x No 3. Nature of conveyance:	Street Address: 3419 Via Lido, #400				
X Assignment	City: Newport Beach State: CA Country: US Zip: 92663 Additional name(s) & address(es) attached? Yes X No				
A. Patent Application No.(s) 10/889,747	document is being filed together with a new application. B. Patent No.(s) 6178640 tached? Yes XNo				
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:				
Name: Rutan & Tucker Internal Address: Robert Fish	7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 40.00 Authorized to be charged by credit card X Authorized to be charged to deposit account				
Street Address: 611 Anton Blvd., 14th Floor	Enclosed None required (government interest not affecting title)				
City: Costa Mesa	Payment Information Credit Card				
State: CA Zip: 92626	Expiration Date				
Phone Number: (714) 641-5100 Fax Number: (714) 546-9035 Email Address:	Deposit Account Number 502191 Authorized User Name				
9. Signature: Signature	9 / । ६ / ୦୯ Date				
Robert D. Fish Name of Person Signing	Total number of pages including cover sheet, attachments, and documents. 3				

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5996, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, VA. 22313-1450.

PATENT

REEL: 015139 FRAME: 0591

ASSIGNMENT

WHEREAS, the undersigned, Spellbound Development Group, Inc., a corporation having its principal place of business at PMB 400, 3419 Via Lido, Newport Beach, CA 92663 (referred to hereinafter as "ASSIGNOR") has invented a certain invention entitled "Slitter Device" for which an United States Patent was issued on January 30, 2001, patent number 6178640; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION.

WHEREAS, Earl J. Votolato and Kimberly Votolato, Trustees of the Votolato Living Trust", whose mailing address is 3419 Via Lido, #400, Newport Beach, CA 92663 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be or having been 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, ASSIGNOR hereby sells, assigns, transfers and sets over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, 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, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNOR further covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, 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 representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

ASSIGNOR and ASSIGNEE each covenant to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

This assignment embodies the entire understanding of ASSIGNOR and ASSIGNEE and supersedes and replaces any and all pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE. No amendment or modification of this assignment shall be valid

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PATENT REEL: 015139 FRAME: 0592 or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

EXECUTED at:

Tryine, California, this 8th day of September, 2004
City, State Month

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By: Earl J. Votolato

Chief Executive Officer of Spellbound Development Group, Inc.

019502.0002US1

RECORDED: 09/16/2004

PATENT REEL: 015139 FRAME: 0593