

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	07/27/2003
CONVEYING PARTY DATA	
Name	Execution Date
Lelan W. Zales	07/27/2003
RECEIVING PARTY DATA	
Name:	Carolyn Sherwood
Street Address:	33510 Beverly Drive
City:	Hemet
State/Country:	CALIFORNIA
Postal Code:	92545
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D465912
CORRESPONDENCE DATA	
Fax Number:	(310)590-4526
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(951) 926-3172
Email:	ip.law@verizon.net
Correspondent Name:	Carolyn Sherwood
Address Line 1:	33510 Beverly Drive
Address Line 4:	Hemet, CALIFORNIA 92545
NAME OF SUBMITTER:	Joel D. Voelzke
Total Attachments: 5 source=D465912 SecurityAgreement#page1.tif source=D465912 SecurityAgreement#page2.tif source=D465912 SecurityAgreement#page3.tif source=D465912 SecurityAgreement#page4.tif source=D465912 SecurityAgreement#page5.tif	

OP \$40.00 D465912

PATENT

500015445

REEL: 015478 FRAME: 0031

August 27, 2003

Carolyn Sherwood  
33510 Beverly Drive  
Hemet, CA 92545

Dear Carolyn:

As you are aware, I hold a patent with regard to a sunshade with an integrated mister and the trade mark "Safe Face<sup>TM</sup>". I am in the process of initiating the manufacture and sale of a sunshade product with an integrated mister (the Product).

In exchange for your payment of \$15,000.00 to me, I offer to pay you that sum equal to 7% of the difference between the cost to manufacture each unit of the Product and the sum I collect from the sale of that unit to a third party for the five year period following the date of this letter, with a 5 year option. Payments from such collections will be made to you no later than thirty days following the end of the calendar quarter during which such collections occurred, commencing January 30, 2004. Each payment will be accompanied by a written accounting.

Additionally, within fifteen days following receipt of the proceeds from the initial order from Costco for the Product, I will pay to you the sum of \$15,000.00. Attached is a copy of the patent. You may hold it as collateral for my performance until such time as you have received the \$15,000.00. Additionally, I will pledge as collateral my Electronic Roland Recording Series TD20-V Drums (Value is \$7,000).

This offer is being sent to you in duplicate original. To accept this offer, please sign both originals and return one to me, together with your \$7,500.00 check payable to "Safe Face, Inc.". The remaining original of this agreement is for your file.

I look forward to working with you.

  
LELAN W. ZALES

ACCEPTANCE

The undersigned accepts your offer and agrees to be bound by this agreement.

Date: Aug. 30 '03

  
CAROLYN SHERWOOD

FROM JPMORGAN/CHASE FAX#2104072051

(FAX) 9. 0. 09 16:12/ET 18-10/NO. 4800980959 P \*

PROMISSORY NOTE\$17,000.00

For value received, Safe Face, Inc. promises to pay in lawful money of the United States of America to the order of Carolyn Sherwood, 33510 Beverly Drive, Hemet, CA 92345 the principal sum of \$15,000.00 and an additional \$2,000.00 for a total of \$17,000.00 dollars.

This note shall bear no interest. The principal is due and payable on or before February 15, 2004.

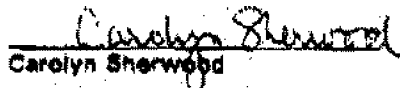
There are no pre-payment penalties if amount due is paid early.



Lelan Zaiss,  
CEO of Safe Face, Inc.

8-30-03

Date



Carolyn Sherwood

Aug 30, 03

Date

7-31-03

## Agreement

This Agreement shall be entered  
on this day between LELAN ZALES AND  
CAROLYN SHERWOOD, LELAN ZALES hereby  
wishes to give as COLLATERAL patent Docum  
US D465,912 S A patent "SAFE FACE"

CAROLYN shall hold this document as a  
lien until LELAN ZALES Repays the amount  
\$7,500. At that Time CAROLYN SHERWOOD  
releases her lien on said patent.

LELAN ZALES  
1118 white Knoll DR.  
LOS ANGELES, CA  
90012  
1-323-839-1235

# The United States of America



## The Director of the United States Patent and Trademark Office

*Has received an application for a new, original, and ornamental design for an article of manufacture. The title and description of the design are enclosed. The requirements of law have been complied with, and it has been determined that a patent on the design shall be granted under the law.*

*Therefore, this*

## United States Patent

*Grants to the person(s) having title to this patent the right to exclude others from making, using, offering for sale, or selling the design throughout the United States of America, or importing the design into the United States of America for the term of fourteen years from the date of grant of this patent.*

*Director of the United States Patent and Trademark Office*

*Attest*

**PATENT**