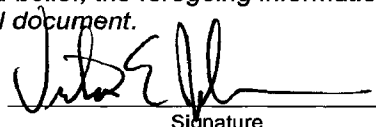


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Substitute Form PTO		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patent		09-14-2004 102835140	
1. Name of conveying party(ies): Michael A. Morris		Name: GEO Plastics Address: 2200 East 52nd Street Los Angeles, CA 90058	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____			
Execution Date(s): August 11, 2004			
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:			
A. Patent Application No.(s) 10/835,653		B. Patent No.(s)	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Victor E. Johnson Address: DORSEY & WHITNEY LLP Four Embarcadero Center Suite 3400 San Francisco, CA 94111-4187		6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41).....\$ 40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 50-2319 Our Order No.: 466195-00018 (Docket No. A-68519-4/RBC/VEJ) Please debit any underpayment or credit any overpayment to the above deposit account. (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE			
9. Statement and signature. <i>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.</i> Victor E. Johnson Reg. No. 41,546 Name of Person Signing  Signature August 31, 2004 Date Total number of pages including cover sheet, attachments, and documents: 4			

Mail documents to be recorded with required cover sheet information to:
Director of the U.S. Patent & Trademark Office, Mail Stop Assignment Recordation Services
P.O. Box 1450, Alexandria, VA 22313-1450

(1150328_1)

ASSIGNMENT

WHEREAS, the undersigned, Michael A. MORRIS (hereinafter termed "Inventor"), resident of Menlo Park, County of San Mateo, State of California, has invented certain new and useful improvements in

PLASTIC WHEEL ASSEMBLY AND MOUNTING SLEEVE AND UNIVERSAL AXLE

and executed therefore an application for Letters Patent of the United States and

- ☐ having an oath or declaration executed on even date herewith
☒ bearing U.S. Patent Application No. 10/835,653 and filed on April 30, 2004
☐ issued as U.S. Patent No. _____ on _____

WHEREAS, GEO Plastics, a corporation of the State of California, having a place of business at 2200 East 52nd Street, Los Angeles, California 90058, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

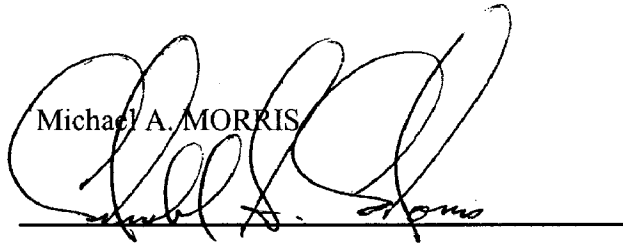
4. Said Inventor hereby warrant and represent that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee as follows:

Date:

8/11/04State of CALIFORNIACounty of LOS ANGELES SS.

(1) Michael A. MORRIS



On 11/AUG/2004, before me, Rodolfo Garcia, Notary Public, personally appeared Michael A. MORRIS, ~~personally known to me~~ (or proved to me on the basis of evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

