

Form PTO-1595
(Rev. 10/02)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Straughan Technical Distribution LLC

2. Name and address of receiving party(ies)

Name: Nextteq LLC

Internal Address: 8406 Benjamin Road, Suite J
Tampa, Florida 33634

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: Same

City: _____ State: _____ Zip: _____

Execution Date: March 2, 2005

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: _____

A. Patent Application No.(s) 09/826,575

B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: The Morris Law Firm, P.C.
Internal Address: 10260 Westheimer, Suite 360

Street Address: Same

City: Houston State: TX Zip: 77042-3110

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed (Please see attached Credit Card Payment form PTO-2038.)
- Authorized to be charged to deposit account

8. Deposit account number:

50-0997 (STDL-P02499US1),
maintained by Paula D. Morris & Associates, P.C.

DO NOT USE THIS SPACE

9. Signature.

Alberto Q. Amatong, Jr., Reg. No. 41,580
Name of Person Signing

AGAJ
Signature

03/02/2005
Date

Total number of pages including cover sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$40.00 09826575

P02054US1

ASSIGNMENT

WHEREAS, STRAUGHAN TECHNICAL DISTRIBUTION LLC (hereinafter the "Assignor"), a corporation organized and existing under the laws of Delaware and having a usual place of business at 8406 BENJAMIN ROAD, STE. J, TAMPA, FL 33634 is the owner of a certain new and useful invention(s) and improvement(s) (hereinafter "Invention") entitled TESTING APPARATUS AND METHOD, as set forth in a non-Provisional Patent Application for Letters of Patent of the United States, already filed on April 5, 2001, as U.S. application No. 09/826,575 ("Utility Application"), which claims the benefit of U.S. Provisional Application No. 60/238,939, filed on October 10, 2000 ("Provisional Application"); and

WHEREAS, NEXTTEQ LLC, a limited liability corporation, organized under and pursuant to the laws of Delaware having its principal place of business at 8406 Benjamin Road, Suite J, Tampa, Florida 33634 (hereinafter "the Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention, said Utility Application, and said Provisional Application, and in and to any United States or corresponding foreign patent application claiming or applied for the Invention and any Letters Patent to be obtained therefore and thereon.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over unto Assignee, its successors, legal representatives and assigns, my entire right, title and interest in and to

(a) said Invention and improvements entitled Testing Apparatus and Method and worldwide rights therein;

P02054US1

(b) said Provisional Application and said Utility Application, including all divisions, continuations, continuations-in-part and substitutions thereof; and

(c) all United States and foreign patents which shall issue on said Invention, including all reissues, renewals, divisions and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file applications for Letters Patent on said Invention in any and all foreign countries, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by me, had this Assignment and sale not been made.

AND for the same consideration, Assignor hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor are the sole and lawful owners of the entire right, title and interest in and to the said invention and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor have good and full-right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, Assignor hereby covenants and agrees to with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letter Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said Invention, said Provisional Application, or said Utility Application, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said Inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any

P02054US1

application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said invention and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

THE MORRIS LAW FIRM, P.C.

Alberto Q. Amatong, Jr.	41,580
Paula D. Morris	31,516
Scott D. Compton	56,097

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

P02054US1

IN WITNESS WHEREOF, the ASSIGNOR and ASSIGNEE have caused this instrument to be executed by its duly authorized officer this 2nd day of March 2005.

STRAUGHAN TECHNICAL DISTRIBUTION LLC

BY: *Stephen Straughan*

NAME: STEPHEN STRAUGHAN

TITLE: _____

Date: March 2, 2005

United States of America)
State of FLORIDA) SS.:
County of HILLSBOROUGH)



Before me, a Notary Public, on this day personally appeared STEPHEN STRAUGHAN of Straughan Technical Distribution LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of Straughan Technical Distribution LLC, and that he has executed the same on behalf of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 2nd day of March 2005.

Mary K. Slippy
Notary Public

P02054US1

NEXTTEQ LLC

BY: *Bryan Truex*
NAME: BRYAN TRUEX
TITLE: CEO/PRESIDENT

Date: MARCH 2, 2005

United States of America)
State of FLORIDA) ss.:
County of HILLSBOROUGH)



Before me, a Notary Public, on this day personally appeared BRYAN TRUEX, CEO/PRESIDENT of Nextteq LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of Nextteq LLC, and that he has executed the same on behalf of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 2nd day of March 2005.

Mary K. Slippy
Notary Public