

Attorney Docket No. 021755-000800US

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

U.S. DEPARTMENT OF COMMERCE  
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### RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Neil Young  
Louis G. Kovach, II

Execution Date(s) December 10, 2004

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

**2. Name and address of receiving party(ies)**

Name: The Creative Train Company, LLC

Internal Address: \_\_\_\_\_  
c/o Gerber Financial Management LLC

Street Address: 8501 Wilshire Blvd., #220

City: Beverly Hills

State: California

Country: US Zip: 90211

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance:**

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

**10/986,459**

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Paul C. Haughey

Internal Address: \_\_\_\_\_

TOWNSEND AND TOWNSEND AND CREW LLP

Street Address: Two Embarcadero Center,  
Eighth Floor

City: San Francisco

State: California Zip: 94111-3834

Phone Number: (415) 576-0200

Fax Number: (415) 576-0300

Email Address: pchaughey@townsend.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)


**8. Payment Information**

a. Credit Card Last 4 numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 20-1430

Authorized User Name Townsend and  
Townsend and Crew LLP

**9. Signature:**



Signature

March 28, 2005

Date

Paul C. Haughey

Name of Person Signing Atty. Reg. No. 31,836

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

2

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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**ASSIGNMENT OF PATENT APPLICATION**

**JOINT**

WHEREAS, Neil Young of 3240 Bear Gulch Road, Redwood City, California 94062; and Louis G. Kovach, II of 43774 Bemis Road, Belleville, Michigan 48111, hereinafter referred to as "Assignors," are the inventors of the invention described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: **TOUCH-SENSITIVE MODEL TRAIN CONTROLS**  
 Filing Date: **November 10, 2004**  
 Application No.: **10/986,459; and**

WHEREAS, The Creative Train Company, LLC, a California limited liability company, hereinafter referred to as "Assignee," having a business address in c/o Gerber Financial Management LLC, at 8501 Wilshire Boulevard, #220, Beverly Hills, California 90211, is desirous of acquiring an interest in the invention and application and in any U.S. Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignors, Assignors have assigned, and by these presents do assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignors further agree that they will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer, and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignors have signed their names on the dates indicated.

Dated: 12/10/04

  
 Neil Young

Dated: 12-10-2004

  
 Louis G. Kovach, II