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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):

David H. Judson

Execution Date(s) July 29, 2004

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

2. Name and address of receiving party(ies)

Name: JS Technologies, LP

Internal Address: _____

Street Address: 7244 N. Janmar Drive

City: Dallas

State: Texas

Country: USA

Zip: 75230

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)

B. Patent No.(s)

5,572,643
5,737,619
6,185,586
6,457,025

Additional numbers attached? Yes No

OPR/FINANCE
DEC 15 AM 10:17

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

Name: Laurie H. Judson

Internal Address: _____

Street Address: 7244 N. Janmar Drive

City: Dallas

State: Texas

Zip: 75230

Phone Number: 214-739-6503

Fax Number: 253-369-3141

Email Address: lhjhome@stcglobal.net

6. Total number of applications and patents involved:

4

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

- 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 _____

Authorized User Name _____

9. Signature:

Signature

December 10, 2004

Date

David H. Judson

Name of Person Signing

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

2

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (this "Agreement") is made and entered into as of July 29, 2004 (the "Effective Date"), by and between David H. Judson ("Judson"), and JS Technologies, LP, a Texas limited partnership, having a mailing address of 7244 N. Janmar Drive, Dallas, Texas 75230 ("JS Technologies").

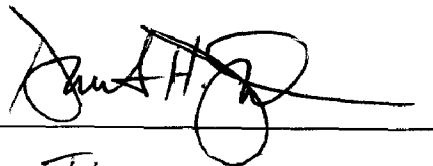
WHEREAS, Judson owns certain patent rights as more specifically identified below (the "Patents");

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Judson does hereby assign, sell, transfer and convey unto JS Technologies, and its successors and assigns, Judson's entire right, title and interest in the Patents, and the entire right, title and interest in and to any and all claims, demands, causes of action or the like he may have, either at law or in equity, arising out of any actual or alleged past, present or future infringement of any Patent. As used herein, the "Patents" shall mean: (i) U.S. Patent Nos. 5,572,643, 5,737,619, 6,185,586 and 6,457,025; (ii) any divisions, continuations, continuations-in-part, reissues, reexaminations, patents-of-addition, substitutes, extensions, renewals, supplementary protection certificates or foreign counterparts of (i); and (iii) any and all patents which are granted on any of (ii).

In **WITNESS WHEREOF**, Judson has caused this Agreement to be signed and delivered, as of the date first indicated above.

DAVID H. JUDSON

By: _____



Date: _____

July 29, 2004