

01-31-2005



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Atty. Docket No.: 0124-0289M

Page 1 of 1

01/26/05

RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)/Execution Date(s):
 [FAMILY NAME (ALL CAPS), Given Name]
BITTEL, John
 ,
 ,
 ,
 ,
 Execution Date(s): **November 24, 2004,**
 ,
 ,
 Additional name(s) of conveying party(ies) attached?
 YES NO

2. Name and address of receiving party(ies)
 Name: **BRADSHAW INTERNATIONAL, INC.**
 Internal Address:
 Street Address: **9409 Buffalo Avenue**
 City: **Rancho Cucamonga**
 State: **California**
 Zip: **91730**
 Country: **USA**
 Postal Code:
 Additional name(s) & address(es) attached? YES NO

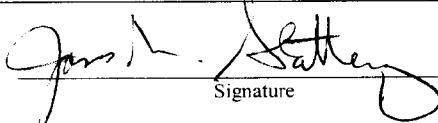
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other: License

4. Application number(s) or patent number(s):
 This document is being filed together with a new application.
 A. Patent Application No(s).
 B. Patent No.(s).
5,018,409
 Additional numbers attached? YES NO

6. Total number of applications and patents involved: **one (1)**
 7. Total fee (37 C.F.R. § 1.21(h) & 3.41): **\$40.00**
 Enclosed
 Authorized to be charged to deposit account, **if no fee attached.**
 8. Deposit account number: **02-2448**
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **BIRCH, STEWART, KOLASCH & BIRCH, LLP**
 Street Address: **P.O. BOX 747**
 City: **FALLS CHURCH** State: **VA** ZIP: **22040-0747**
 Country: **USA**

DO NOT USE THIS SPACE

9. Signature.
James M. Slattery #28,380
 Name of Person Signing/Reg. No.  Signature January 26, 2005 Date
 Total number of pages including cover sheet, attachments, and documents: **Five (5)**
 RJK/jls

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, VA 22313-1450

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PATENT REEL: 016182 FRAME: 0964

ASSIGNMENT AND LICENSE

WHEREAS, Mr. John Bittel, ("BITTEL") an individual having a principal place of residence at 2733 Kamal Parkway, Cape Coral, FL 33904, is the owner of the entire undivided right, title and interest in and to the invention disclosed and claimed in United States Letters Patent No. 5,018,409 ("409 PATENT");

WHEREAS, Bradshaw International, Inc. ("BRADSHAW"), a corporation organized under the laws of the State of California, and located at 9409 Buffalo Avenue, Rancho Cucamonga, CA 91730, is desirous of acquiring the entire right, title and interest in and to the said patent and the invention therein described and claimed;

NOW THEREFORE, for and in consideration of the sum of Seven Thousand Five Hundred Dollars, (\$7500.00) lawful money of the United States and other valuable considerations, the receipt of and sufficiency whereof are hereby acknowledged, the said BITTEL, has sold, assigned and transferred and does hereby sell, assign and transfer unto the said BRADSHAW, its successors and assigns, its entire undivided right, title and interest in and to the said '409 PATENT and the invention therein contained, including all rights of action for damages for past

infringement, and said BITTEL hereby agrees to assist BRADSHAW in the prosecution of any action for past infringement, and BITTEL further covenants and agrees, in consideration of the premises, that he, his executors and administrators will, at any time upon request, communicate to the said BRADSHAW, its successors and assigns, any facts relating to the said invention and improvements and the history thereof, known to it or its successors and assigns, and that it will testify as to the same in any interference, action for patent infringement, or any other proceeding when requested to do so by the said BRADSHAW, its successors and assigns;

BRADSHAW hereby grants to BITTEL a royalty-free, non-exclusive license to make, have made, use and sell the can opener shown in Appendix A hereto during the remaining life of the '409 PATENT.

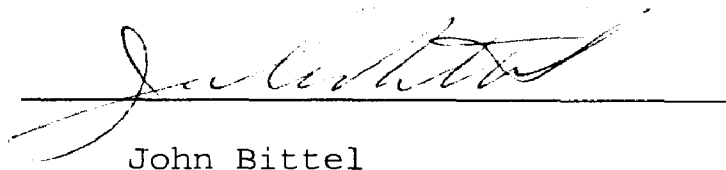
BRADSHAW hereby further agrees to conduct an analysis of the potential infringement of the '409 patent by an item produced by JOKARI, and will pursue an infringement action against JOKARI, and will bear the entire legal fees and costs of such an action, in the event that it appears that the JOKARI product infringes one or more claims of the '409 patent. In the event that BRADSHAW recovers infringement damages in such an action against JOKARI, BITTEL shall be

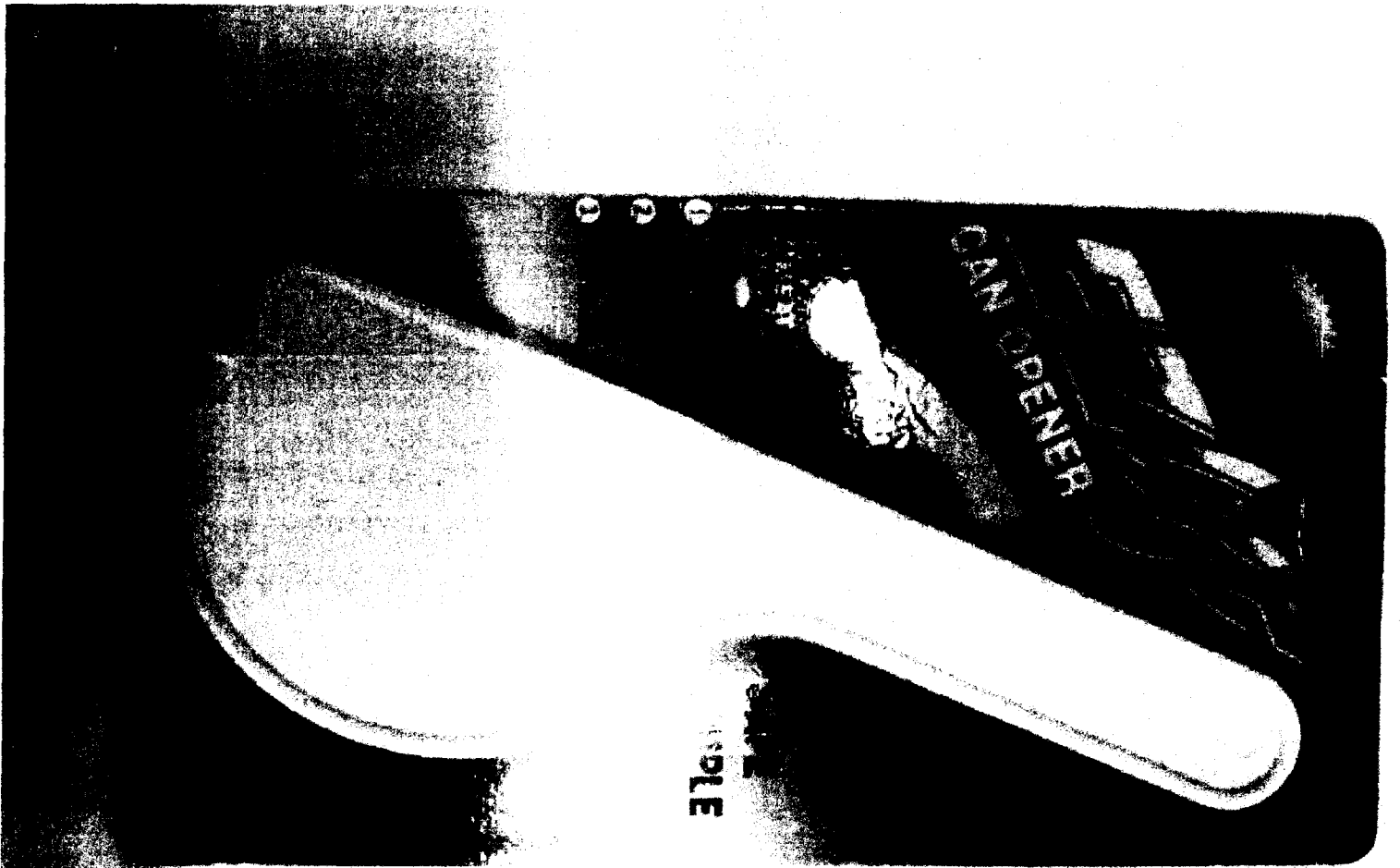
entitled to fifty percent (50%) of the damages recovered in such action.

BITTEL hereby represents and warrants that there are no rights or interests outstanding inconsistent with the rights and interests granted herein and that BITTEL will not execute any instrument or grant or transfer any rights or interests inconsistent therewith;

The undersigned hereby grants the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, BITTEL has hereunto set his seal this 24TH day of NOVEMBER 2004.


John Bittel



RECORDED: 01/26/2005

PATENT
REEL: 016182 FRAME: 0968