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Docket No. 256/075

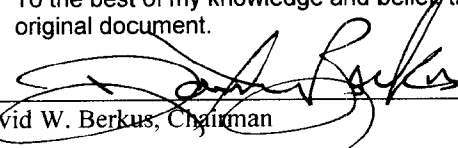
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3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: _____			
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): _____ B. Patent No(s): <u>5,961,331</u> 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: <u>David W. Berkus</u> Title: <u>President</u> Internal Address: <u>EST Patent Acquisition Corporation</u> <u>1430 Glencoe Drive</u> <u>Arcadia, CA 91006</u>		6. Total number of applications and patents involved: _____ 7. Total fee (37 CFR 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Charge this Deposit Account if any additional fee is required 8. Deposit Account Number: _____	

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9. Statement and signature:

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.



David W. Berkus, Chairman

Date: June 8th, 2005

Total number of pages including cover sheet: **4**

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ASSIGNMENT OF PATENT

This Assignment of Patent is made and entered into as of April 12, 2005 by and between Enhanced Simulation Technologies, Inc., a California corporation ("Assignor") and EST Patent Acquisition Corporation, Inc., a Delaware corporation ("Assignee").

A. Assignor is the owner of all the right, title and interest in and to the following patent and the inventions covered thereby, hereafter collectively referred to as the "Patent": U.S. Patent No. 5,961,331 (called an "Air Traffic Interactive Simulator").

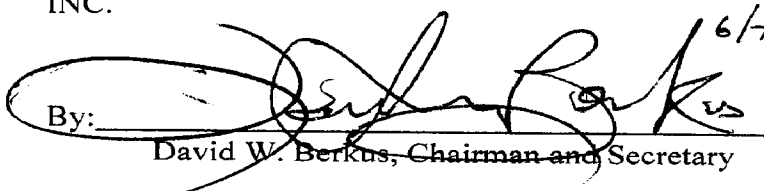
B. Assignee is desirous of acquiring the entire right, title and interest in and to the Patents and the inventions covered by the Patent.

NOW, THEREFORE, in consideration of the cancellation of \$136,600 in principal notes and \$40,980 in accumulated interest upon note due to note holders now assembled as shareholders of Assignee, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest for the United States and all foreign countries in and to and all rights, powers, immunities and liberties arising out of or accruing from the Patents and the inventions covered thereby, and all divisions, continuations, substitutions, renewals and reissuances of the Patents and all other applications for letters patent which have been or shall be filed in the United States and all foreign countries with respect to the Patents or the inventions covered thereby, along with the right to recover damages for past infringements thereof.

Assignor agrees, upon request and without compensation, but at no expense to Assignor or its legal representatives, to do all lawful acts, including the execution of documents, the giving of testimony, and the communication to Assignor of all facts known to Assignor relating to the Patents, the inventions covered thereby, and the history thereof, and generally do everything possible which Assignee shall reasonably consider desirable for obtaining, maintaining, reissuing or enforcing the Patents and proper patent protection for the inventions covered by the Patents in the United States and throughout the world and for vesting, perfecting or recording title to the Patents and the inventions covered thereby in Assignee.

Assignor covenants with Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and properties conveyed in this Assignment have been made to any other party, except as may have previously been disclosed to Assignee by Assignor in writing. Assignor further represents and warrants to Assignee that it has full right and authority to convey title in and to the Patents and the inventions covered thereby.

ENHANCED SIMULATION TECHNOLOGIES,
INC.

By:  6/7/05
David W. Berkus, Chairman and Secretary

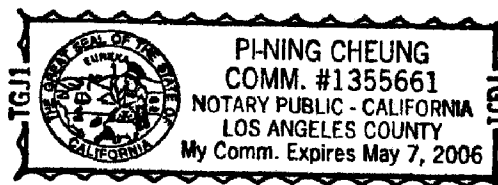
STATE OF CALIFORNIA

COUNTY OF Los Angeles

On date field before me, PI-NING CHEUNG, Notary Public, personally appeared David W. Berkus, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

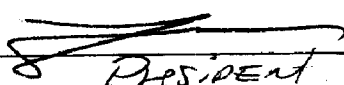
WITNESS my hand and official seal

[Signature]
SIGNATURE OF NOTARY PUBLIC



Receipt Acknowledged by:

EST Patent Acquisition Corporation

By:  (FRANK SINGER)

Its: 8 President