

Substitute Form PTO-1595


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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): Michael A. MORRIS Execution Date: 09/23/2005 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: GEO Plastics Address: 2200 East 52nd Street Los Angeles, California 90058 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other: _____		4. Application or patent number(s): A. Patent Application No.(s) 11/059,153 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> This document is being filed together with a new application.	
5. Name and address to whom correspondence concerning document should be mailed: Name: Richard F. Trecartin Address: DORSEY & WHITNEY LLP 555 California Street, Suite 1000, San Francisco, California 94104-1513 Phone: (415) 781-1989 Fax: (415) 398-3249		6. Total number of applications and patents involved: 1 7. Total fee (37 C.F.R. 3.41).....\$ 40.00 <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
		8. Payment Information Deposit account number: 50-2319 Our Order No.: 466196-00024 (Docket No. 186274/US/RFT/VEJ) Please debit any underpayment or credit any overpayment to the above deposit account. (Attach duplicate copy of this page if paying by deposit account)	

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9. Signature: Victor E. Johnson Reg. No. 41,546 <hr/> Name of Person Signing		 Signature		October 3, 2005 <hr/> Date	
Total number of pages including cover sheet, attachments, and documents: 4					

Mail documents to be recorded (including cover sheet) should be faxed to 571-273-0140, or mailed to:
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4811-6601-4720-1

CH \$40.00 602319 11059153

PATENT

Docket No. 186274/US/RFT/VEJ
Application No. 11/059/153

ASSIGNMENT

WHEREAS, the undersigned, Michael A. MORRIS, (hereinafter termed "Inventor"), resident of Rancho Palos Verdes, County of Los Angeles, State of California, has invented certain new and useful improvements in

WHEEL ASSEMBLY HAVING WHEEL-MOUNTING SLEEVE AND RETAINER

and executed therefore an application for Letters Patent of the United States and

- having an oath or declaration executed on even date herewith
 bearing U.S. Patent Application No. 11/059,153 and filed on February 15, 2005
 issued as U.S. Patent No. _____ on

WHEREAS, GEO Plastics, a corporation of the State of California, having a place of business at 2200 East 52nd Street, Los Angeles, California 90058, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

PATENT

Docket No. 186274/US/RFT/VEJ
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2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his respective heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

