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To the Director of the U.S. Patent and Trademark Office, or to the address(es) below.

1. Name of conveying party(ies)
 Timothy N. Sexton
 Craig H. Cooley

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

2. Name and address of receiving party(ies)
 Name: US Synthetic Corporation
 Internal Address: _____
 Street Address: 1260 South 1600 West
 City: Orem
 State: UT
 Country: USA Zip: 84058

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) October 5, 2005

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 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) _____

Additional numbers attached? Yes No

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

Name: Trent N. Butcher
 Internal Address: Holland & Hart LLP
(51931.0006)
 Street Address: 60 East South Temple, Suite 2000
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 State: UT Zip: 84111
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 Email Address: tnbutcher@hollandhart.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 08-2623
 Authorized User Name Trent N. Butcher

9. Signature: Trent N. Butcher Signature Date October 11, 2005

Trent N. Butcher
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, 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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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

U.S. PATENT APPLICATION NO. Unknown
FILING DATE..... Filed Herewith
INVENTORS..... Timothy N. Sexton and Craig H. Cooley
ASSIGNEE..... US Synthetic Corporation
ATTORNEY'S DOCKET NO51931.0006
TITLE..... "Bearing Apparatuses, Systems Including Same, and Related Methods"

PATENT ASSIGNMENT

Inventor:

Timothy N. Sexton
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Santaquin, UT 84655

Craig H. Cooley
363 E. Marina Circle
Saratoga Springs, UT 84043

Assignee:

US SYNTHETIC CORPORATION
1260 South 1600 West
Orem, UT 84058

BACKGROUND OF THE ASSIGNMENT

INVENTORS have conceived a certain new and useful invention disclosed in a United States patent application titled "Bearing Apparatuses, Systems Including Same, and Related Methods."

ASSIGNEE desires to acquire the entire right, title and interest in the invention and with respect to any Letters Patent or grant of rights equivalent thereto that may be granted with respect to the invention in both the United States and in all foreign countries.

THE PARTIES AGREE AS FOLLOWS:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned INVENTORS hereby sell, assign, and transfer to US Synthetic Corporation, a corporation of the state of Utah, the entire right, title, and interest in the above-identified patent application executed concurrently herewith and to all divisional, continuing, substitute, renewal, reissue, and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all countries foreign to the United States relating to any subject matter disclosed by the above-identified patent application and hereby authorize the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors, or assigns.

Specifically, ASSIGNEE is hereby authorized to apply for patents relating to the invention in its own name in countries where such procedure is proper; to claim the benefit of, file, and prosecute applications relating to the invention under any international conventions or treaties, if applicable. INVENTORS agree to execute applications relating to the invention in those countries and under those international conventions or treaties, if applicable, where it is necessary that the same be executed by the inventors, and to execute assignments of such applications and the resulting grant of patent rights or equivalents thereof to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent.

INVENTORS further agree, at the request and expense of ASSIGNEE, to:

execute all divisional, continuing, substitute, renewal, reissue, and any other documents relating thereto;

execute all rightful oaths, declarations, assignments, powers of attorney, and other papers;

