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PATENT

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)

SMITH, Floyd T.

2. Name and address of receiving party(ies)

Name: Dynaflex International, Inc.

Internal Address: 1144 N. Grove St

Street Address: 1144 N. Grove St

City: Anaheim

State: CA

Country: USA Zip: 92806-2109

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) May 16, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other

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

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)

USPTO Patent No: 5,353,655 - "Gyroscopic Device and Process of Generating Electricity Thereby"

05/18/2006 DBYRNE 00000120 5353655

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Additional numbers attached? Yes No

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

Name: Clement Cheng

Internal Address: 17220 Newhope St, Suite 127

Street Address: 17220 Newhope St, Suite 127

City: Fountain Valley

State: CA Zip: 92708

Phone Number: (714)825-0555

Fax Number: (714)825-0558

Email Address: law@clemcheng.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 _____

Authorized User Name _____

9. Signature:

Signature

May 16, 2006

Date

Clement Cheng

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

ASSIGNMENT AND RELEASE OF RIGHTS

WHEREAS, I, Floyd T. Smith of Variety Plastic Products a dba of Variety Widget Products Inc., am a duly elected officer of the corporation USPTO 5,353,655 entitled GYROSCOPIC DEVICE AND PROCESS OF GENERATING ELECTRICITY THEREBY; and

WHEREAS, Dynaflex International, Inc. ASSIGNEE a corporation organized under the laws of the State of California, having a place of business at 1144 N Grove St Anaheim CA 92806-2109 desires to acquire an interest therein;


WHEREAS, to settle an outstanding breach of contract and related conflict regarding ownership of patent USPTO 5,353,655 entitled GYROSCOPIC DEVICE AND PROCESS OF GENERATING ELECTRICITY THEREBY hereby make the following declarations:

The patent assignment of December 11, 1999 lacked consideration, as the Assignor was not paid under the assignment agreement. The patent passed from Frederick Mishler to Fritz Mishler and therefore, Fritz Mishler is currently recognized as the owner of the patent. Dynaflex International, Inc. now purchases the patent from Fritz Mishler and Variety Plastic Products.

NOW, THEREFORE, in consideration of the global dispute settlement, the receipt of which is hereby acknowledged, I, Floyd T. Smith hereby quitclaim, sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to said invention, patent application and patent rights throughout the world, including foreign patent priority rights, the right to file and prosecute international applications, under the Patent Cooperation Treaty or otherwise, and the right to file and prosecute applications under the European Patent Convention; said invention, application and letters patent in this or any foreign country, and all divisions, continuations, reissues and extensions thereof, to be held and enjoyed by ASSIGNEE, for its own use and benefit, and for its successors and assigns to the full end of the term for which letters patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by me had this assignment and sale not been made, and covenant that I have full right so to do, and agree that I will communicate to ASSIGNEE, or its successors and assigns, any facts known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and do everything possible to aid ASSIGNEE, its successors and assigns to obtain and enforce proper patent protection for said invention in this or any foreign country. This assignment shall be construed under the laws of the State of California.

Variety Plastic Products relinquishes all right and obligation under the contract in exchange for a release regarding the contract related to the patent assignment of December 11, 1999

Executed at the place and date opposite my signature below.

X: 
Floyd T. Smith
1144 N Grove St
Anaheim CA 92806-2109
5/12/06 @ 3:36 PM

Z:\Client 2. Patent\@ Issued Patents\Mishler 5353655\Assignment VP to Dynaflex.doc