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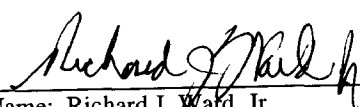


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Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof:

<b>1. Name of conveying party(ies):</b> <b>Barry Rutherford</b>  Additional name(s) of conveying party(ies) attached: No		<b>2. Name and address of receiving party(ies):</b> Name: <b>Flannery Inc.</b>  Street Address: 300 Parkside Drive, San Fernando, California 91340		113014 U.S. PTO 11/595907 111006		
<b>3. Name of conveyance:</b>  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: No  Execution Date: October 17, 2006		Additional name(s) & address(es) attached? NO				
<b>4. Application number(s) or patent number(s):</b>  If this document is being filed together with a new application, the execution date of the application is: October 17, 2006  <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>A. Patent Application No.(s)</b> </td> <td style="width: 50%; vertical-align: top;"> <b>B. Patent No.(s)</b> </td> </tr> </table> Additional numbers attached? No					<b>A. Patent Application No.(s)</b>	<b>B. Patent No.(s)</b>
<b>A. Patent Application No.(s)</b>	<b>B. Patent No.(s)</b>					
<b>5. Please return the recorded document and address all correspondence to:</b>  <b>CHRISTIE, PARKER &amp; HALE, LLP</b> P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Richard J. Ward, Jr.		<b>6. Total number of applications and patents involved</b> <span style="border: 1px solid black; padding: 0 10px;">1</span>				
<b>10. <input type="checkbox"/> Explanatory letter is enclosed.</b>		<b>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</b>  <b>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</b>				
<b>9. Signature:</b>  Date: November 10, 2006  By  Name: Richard J. Ward, Jr. 626/795-9900						
<b>Express Mail No. EV 826 20082805</b> 11/16/2006 DBYRNE 00000051 11595907 01 C:8021 <span style="border: 1px solid black; border-radius: 50%; padding: 2px 5px;">40.00 OP</span>						
Total number of pages including cover sheet, attachments, and document:				<span style="border: 1px solid black; padding: 0 10px;">3</span>		

RJW/clb

**ASSIGNMENT**

**WHEREAS, I, BARRY RUTHERFORD**, residing at 22529 North Summit Ridge Circle, Chatsworth, California 91311, have invented certain new and useful improvements disclosed in an application for United States Letters Patent entitled **DEFLECTION CLIP**, and executed by me on even date herewith;

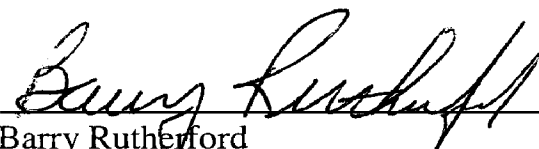
**AND WHEREAS FLANNERY INC.**, a California Corporation, having a place of business at 300 Parkside Drive, San Fernando, California 91340 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEE") wants to acquire the entire right, title and interest in and to said improvements and application.

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to said improvements, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said improvements in any foreign countries; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment;

**AND I HEREBY** covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

**AND I HEREBY** further covenant and agree that I will communicate to ASSIGNEE any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 17 day of OCT. 06, 2006.

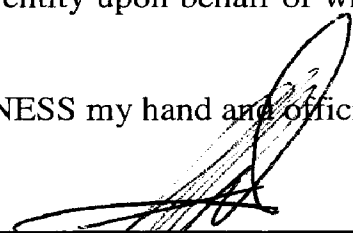
  
Barry Rutherford

STATE OF CA. )  
COUNTY OF L.A. )

On October 17<sup>th</sup> 2006, before me Francisco A. Santaella,  
Notary Public, personally appeared **Barry Rutherford** personally known to me (or proved to me  
on the basis of satisfactory evidence) to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of which the person  
acted, executed the instrument.



WITNESS my hand and official seal.

  
Signature of Notary

RJW/clb

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