

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Mallard Products, Incorporated	12/18/2006

RECEIVING PARTY DATA

Name:	Neil Velie
Street Address:	1535 Verde Ridge Lane
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91361

Name:	Wallace Velie
Street Address:	P.O. Box 1151
City:	Palmer Lake
State/Country:	COLORADO
Postal Code:	80133

Name:	Janice Krich
Street Address:	3560 Needles Drive
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80908

Name:	Nancy Schriever
Street Address:	1440 N. 1070 W
City:	Pleasant Grove
State/Country:	UTAH
Postal Code:	84062

Name:	Glen Schriever
Street Address:	1440 N. 1070 W

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PATENT

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REEL: 018645 FRAME: 0375

City:	Pleasant Grove
State/Country:	UTAH
Postal Code:	84062

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5927134
Patent Number:	5799681

CORRESPONDENCE DATA

Fax Number: (310)820-5988
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 310-207-3800
 Email: nedy_calderon@bstz.com
 Correspondent Name: Blakely Sokoloff Taylor & Zafman LLP
 Address Line 1: 12400 Wilshire Boulevard
 Address Line 2: seventh Floor
 Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:	006549.G001
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NAME OF SUBMITTER:	William Thomas Babbitt
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Total Attachments: 6
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ASSIGNMENT AGREEMENT

WHEREAS, Mallard Products, Incorporated, a corporation organized and existing under the laws of California, having an address of 1535 Verde Ridge Lane, Westlake, California 91361 ("Assignor") is the owner of U.S. Patent Nos. 5,927,134 and 5,799,681 and the technology and inventions disclosed and claimed therein ("the Property"); and

WHEREAS, Assignor is owned by stockholders, Neil Velie, Wallace Velie, Janice Krich, Nancy Schriever and Glen Schriever ("Assignees"), with the stock holdings represented as follows: Neil Velie 25%, Wallace Velie 22.1%, Janice Krich 22.1%, Nancy Schriever 26.5% and Glen Schriever 4.3%;

WHEREAS, Assignees are desirous of acquiring the enter right, title and interest in and to the Property directly in proportion to their stock holdings in Assignor.

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignees, absolutely and forever, the entire right, title and interest in and to the Property throughout the world together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to and arising out of those infringements, the same to be held and enjoyed by Assignees in proportion to their stock holdings in Assignor for their own use, and for the use of their successors, assigns or legal representatives for which the Property has been granted, as fully and entirely the same would have been held and enjoyed by Assignor if this assignment has not been made.

The parties further agree that:

- (1) no licensing of an interest in the Property or any portion thereof shall be exclusive without the approval of all Assignees;
- (2) any royalties derived from licensing of the Property or any portion thereof shall be shared among Assignees directly in proportion to their ownership of the Property;
- (3) (a) an action for infringement of any claim of either of the patents of the Property may be brought by one or more Assignees (As an example, if stockholder Neil Velie (25%) and stockholder Nancy Schriever (26.5%) bring an action in which no other stockholder wishes to participate, unless otherwise agreed, Neil Velie shall bear 48.5% of the

cost of the litigation (25/25+26.5) and Nancy Schriever shall bear 51.5% of the cost (26/25+26.5));

(b) each of the Assignees may participate in any action for infringement with, unless otherwise agreed, all costs associated with the action being borne by each participating Assignee in proportion to their stock holdings in the Assignor;

(c) any receipt of proceeds relating and arising out of any action for infringement shall be first applied to reimburse the one or more participating Assignees for all costs associated with the action resulting in the receipt of the proceeds and the remainder shared among the one or more participating Assignees directly in proportion to their stock holdings in Assignor (As an example, if stockholder Neil Velie (25%) and stockholder Nancy Schriever (26.5%) bring an action in which no other stockholder wishes to participate and the costs of the action total \$500,000 (including attorney fees) and the recovery is \$1,000,000, the recovery shall first be used to reimburse Messrs. Velie and Schriever for the \$500,000 costs, and the remainder split among Messrs. Velie (\$242,500 or 48.5% of \$500,000) and Schriever (\$257,500 or 51.5% of \$500,000)); and

(d) in the event that one or more Assignees is not capable financially of bearing his/her proportionate share of the costs of an action for infringement, but wishes to participate in the action, that one or more Assignees may participate with approval of a majority of Assignees.

(4) (a) any agreement to sell an interest in the Property to a third party shall be approved by a majority of the ownership interest in the Property;

(b) where one or more Assignees desire to sell his/her interest in the Property to a third party, such terms of sale shall be offered to any other Assignees for the sale of the other Assignees' interest(s) to the third party, with any sale to the third party being the sale of the cumulative interests of all interested Assignees according to the terms of sale; and

(c) subject to 4(b), where one or more Assignees desire to sell his/her interest in the Property to a third party, the other Assignees shall be offered a first right of refusal to purchase the interest from the one or more Assignees. If more than one Assignee is interested in purchasing the interest subject to the first right of refusal, unless otherwise agreed between the other Assignees, the interest may be divided directly in proportion to each interested Stockholder's ownership of the Property.

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Property in Assignees.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed as of the 18th day of December, 2006.

ASSIGNNOR

MALLARD PRODUCTS, INC.

By:

By: Neil Velie, President
Neil Velie, President

ASSIGNEES

Nancy Schriever

Glenn Schriever

Janice Krich

Wallace Velie

Neil Velle

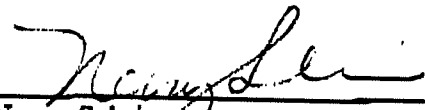
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ASSIGNOR
MALLARD PRODUCTS, INC.

By: _____

ASSIGNEES


Nancy Schriever

Glenn Schriever

Janice Krich

Wallace Velie

Neil Velie

I am of the understanding that
no assignee can modify/change or submit for
patent any invention similar to Wallace Velie's
Velie's inventions in their own name or in
anyhow said name (in whom the

Assignor agrees to execute any further papers and to do such other acts as may be necessary and proper to vest full title in and to the Property in Assignees.

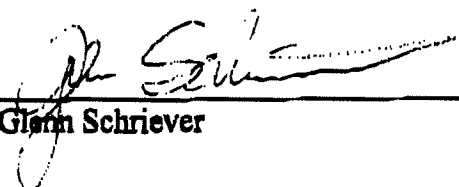
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By: _____

ASSIGNEES

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Glenn Schriever

Janice Krich

Wallace Velie

Neil Velie

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