# OP \$40.00 1159

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Mark Jeffrey Hughes	12/18/2006

### **RECEIVING PARTY DATA**

Name:	Apical Industries, Inc.	
Street Address:	2608 Temple Heights Drive	
City:	Oceanside	
State/Country:	CALIFORNIA	
Postal Code:	92056	

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11595026

## **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER: 29572-2/P21

NAME OF SUBMITTER: Peter K. Hahn, Attorney for Applicant

**Total Attachments: 2** 

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PATENT REEL: 018698 FRAME: 0912

### **ASSIGNMENT**

In return for good and valuable consideration paid to the undersigned inventor(s) (hereafter called the "ASSIGNOR(s)"), by:

	Apical Industries, Inc.  2608 Temple Heights Drive		
(Insert ASSIGNEE's Name(s)			
Address(es))	Oceanside, California 92056		
	United Sates of America		
	(hereafter "ASSIGNEE(s)"), the receipt of which is hereby acknowledged, the undersigned ASSIGNOR(s) hereby sells, assigns and transfers to ASSIGNEE(s) the entire and exclusive right, title and interest to the invention entitled:		
(Title of Invention)	ACTUATOR BOX ASSEMBLY		
	for which application for Letters Patent of the United States was executed on even date herewith unless indicated otherwise below		
If the assignment being filed after the filing of the application, this section must be completed.	*Filed on <u>November 10, 2006</u> Serial No. <u>11/595,026</u>		
	and all Letters Patent of the United States to be obtained therefor on said application or any continuation, divisional, substitute, reissue or reexamination thereof for the full term or terms for which the same may be granted.		
	The ASSIGNOR(s) agrees to execute all papers necessary in connection with the application and any continuation, divisional, substitute, reissue or reexamination applications thereof or		

Convention for Protection of Industrial Property or similar agreements.

The ASSIGNOR(s) agrees to execute all papers necessary in connection with any interference, litigation, or other legal proceeding, which may be declared concerning this application or any continuation, divisional, substitute, reissue or reexamination thereof, or corresponding foreign applications, and also to cooperate with the ASSIGNEES in every way possible in obtaining evidence and going forward with such interference, litigation, or other legal proceeding.

corresponding foreign applications, and also to execute separate assignments in connection with such applications as the ASSIGNEES may deem necessary or expedient and perform any act which may be necessary in connection with claims or provisions of the International

The ASSIGNOR(s) agrees to perform all affirmative acts that may be necessary to obtain a grant of valid United States or foreign patents to the Assignee.

The ASSIGNOR(s) hereby authorizes and requests the Commissioner of Patents and the authorities of foreign country to issue any and all Letters Patents resulting from said application or any continuation, divisional, substitute, reissue or reexamination applications thereof, or foreign applications, to the said ASSIGNEE, as assignee of the entire interest, and hereby covenants that it has full right to convey the entire interest herein assigned, and that they have not executed and will not execute, any agreement in conflict herewith.

The ASSIGNOR(s) hereby agrees that this Assignment is binding on the heirs, assigns, representatives and successors of the ASSIGNOR(s) and extends to the successors, assigns and nominees of the ASSIGNEE.

The ASSIGNOR(s) hereby grants PETER K. HAHN, Reg. No. 34,833; NICOLA A. PISANO, Reg. No. 34,408; MITCHELL P. BROOK, Reg. No. 32,967; MICHAEL MANCUSO, Reg. No. 54,787; and all attorneys/agents with the firm of Luce, Forward, Hamilton & Scripps LLP, which has an office address at 600 W. Broadway, Suite 2600, San Diego, California 92101, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, the undersigned inventor(s) has (have) affixed his/her/their signature(s)

Mark Hurches (Signature)	Mark Jeffrey HUGHES (Type Name)	<u>December 18, 2006</u> (Date)
(Signature)	(Type Name)	(Date)

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