

02-07-2007

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



EET

103370676

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)**

John M. SAVAGE, Jr.

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

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

Execution Date(s) August 2, 2004

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

**2. Name and address of receiving party(ies)**

Name: Ronald Savage, Trustee for John Savage Living Trust

Internal Address: 6805 Derby Run Way

Street Address: (same as above)

City: Gainesville

State: Virginia

Country: U.S.A. Zip: 20155

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)

10/259,126

B. Patent No.(s)

6,666,689  
6,428,216  
6,409,533  
6,264,376

Additional numbers attached? ☒ Yes ☐ No

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

Name: Amy M. Sheridan

Internal Address: Luce, Forward, Hamilton & Scripps LLP

Street Address: 11988 El Camino Real, Suite 200

City: San Diego

State: California Zip: 92130

Phone Number: 858-720-6300

Fax Number: 858-720-6306

Email Address: asheridan@luce.com

**6. Total number of applications and patents involved:** twenty-six (26)

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1040.00**

- ☐ 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 92165371  
Expiration Date 06/06/06

b. Deposit Account Number 50-2298

Authorized User Name Luce, Forward, Hamilton & Scripps LLP

**9. Signature:**

  
Signature

Philip J. Sullivan

Name of Person Signing

Date 2-1-07

Total number of pages including cover sheet, attachments, and documents: 40

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

PATENT  
REEL: 018866 FRAME: 0880

RECORDATION FORM COVER SHEET – **CONTINUATION**  
**PATENTS ONLY**

Form **PTO-1595**  
(Rev. 07/05)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2008)

4. Application or patent number(s):

A. Patent Application No.(s)

B. Patent No.(s)

5,944,463  
5,938,467  
5,848,839  
5,709,554  
5,548,676  
5,466,174  
5,463,502  
5,440,658  
5,440,468  
5,426,265  
5,368,503  
5,116,229  
5,071,375  
5,068,771  
4,837,927  
4,727,648  
4,491,900  
4,471,414  
4,402,110  
4,398,240  
4,035,681

## ASSIGNMENT

WHEREAS, the undersigned, John M. Savage, Jr., ("ASSIGNOR") residing at 538-B Via de la Valle, Solana Beach, California, is the owner of record of the Patents and Applications identified on the attached SCHEDULE A, and the Inventions described in those Patents and Applications;

WHEREAS, the Trustee of that certain revocable Trust Agreement dated July 23, 2004, ("ASSIGNEE") wherein ASSIGNOR is the Trustor, is desirous of acquiring my entire interest in said Inventions, in said Patents and Applications, and any Letters Patent that may issue thereon for the sole purpose of changing formal title.

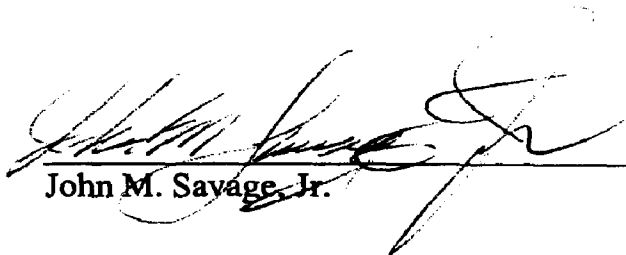
NOW, THEREFORE, ASSIGNOR hereby absolutely assigns without consideration ASSIGNOR's entire interest in said Inventions, in said Patents and Applications, and any Letters Patent that may issue thereon to ASSIGNEE, its successors, assigns, and legal representatives, all right, title, and interest in and to said Inventions and any improvements thereon for all countries of the world, and in and to said Patents and Applications, including any continuations and divisions thereof, and any substitute applications therefor, and any patent which may issue thereon, and any reissues of the same; and all right, title, and interest in and to every patent application filed or to be filed on said Inventions in any other country, including renewals, revivals, continuations, and divisions thereof, and any substitute applications therefor, and any and all patents which may issue thereon, and any reissues and extensions of the same;

and ASSIGNOR hereby authorizes and requests competent authorities to grant and issue any and all patents on the Inventions described in the Patents and Applications listed in SCHEDULE A to the said ASSIGNEE as the assignee of the entire right, title and interest therein, and

ASSIGNOR further authorizes ASSIGNEE to execute on ASSIGNOR'S behalf such additional documents, if any, as are necessary and proper to secure patent protection on said Inventions throughout all countries of the world, and to otherwise give full effect to and perfect the rights of ASSIGNEE under this Assignment.

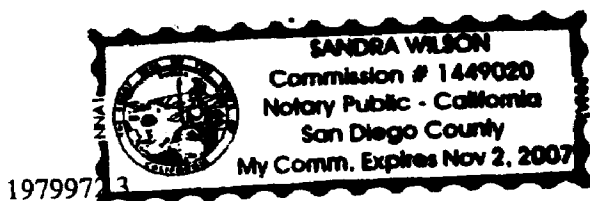
IN TESTIMONY WHEREOF, I have hereunto signed my name on the date indicated hereinafter:

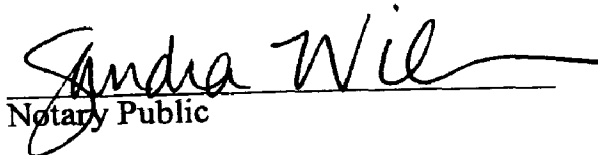
Date: 8/2/04

  
John M. Savage, Jr.

STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF SAN DIEGO    )       ss.

On Aug. 2, 2004, before me, Sandra Wilson, personally appeared John M. Savage, Jr., 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.



  
Notary Public

# SCHEDULE A

## JOHN M. SAVAGE, JR.

Electrical Connector with Interspersed Entry Ports for Pins of Different Leds	Patent	10/256,922	6,666,689	09/30/02	12/23/03
Optical Coupling of Light Pipes, With Light Diffusion	Patent	09/289,886	6,428,216	04/12/99	08/06/02
Connector Locking of Terminal Pins and Header	Patent	09/849,411	6,409,533	05/07/01	06/25/02
Optical Coupling of Light Pipes	Patent	09/188,279	6,264,376	11/09/98	07/24/01
Clamp Connection of Electrical Wiring and Electrical Lead Structure	Patent	08/900,030	5,944,463	07/22/97	08/31/99
Locking Header and Pin Assembly	Patent	08/971,288	5,938,467	11/17/97	08/17/99
Led Sealing Lens Cap and Retainer	Patent	833,575	5,848,839	04/07/97	12/15/98
Lens Unit and Light Pipe Assembly	Patent	645,626	5,818,995	05/14/96	10/06/98
Light Pipe Optical Coupling Between Led and Fiber Optics Cable	Patent	629,902	5,732,176	04/10/96	03/24/98
Angled Circuit Connector Structure	Patent	606,012	5,709,554	02/12/96	01/20/98
Light Pipe Optical Coupling Between Led and Fiber Optics Cable	Patent	391,113	5,548,676	02/21/95	08/20/96
Apparatus to Connect Leds at Display Panel to Circuit Board	Patent	142,938	5,466,174	10/29/93	11/14/95
Lens Assembly for Use with Leds	Patent	243,418	5,463,502	05/16/94	10/31/95

Modular Fiber Optic Cable Assembly	Patent	278,246	5,440,658	07/21/94	08/08/95
Lens Clip and Cap for Led and Gripped Panel Assembly	Patent	243,326	5,440,468	05/16/94	08/08/95
Circuit Component Stand-Off Mount	Patent	23,374	5,426,265	02/26/93	06/20/95
Apparatus to Connect Leds at Display Panel to Circuit Board	Patent	82,963	5,368,503	06/29/93	11/29/94
Light Unit Terminals Maintained in Bent Condition	Patent	628,853	5,116,229	12/17/90	05/26/92
Electrical Contact and Multiple Contact Assembly	Patent	468,010	5,071,375	01/22/90	12/10/91
Reflector Lens Cap and/or Clip for Led	Patent	692,617	5,068,771	04/29/91	11/26/91
Method of Mounting Circuit Component to a Circuit Board	Patent	151,201	4,837,927	02/01/88	06/13/89
Circuit Component Mount an Assembly	Patent	56,051	4,727,648	06/01/87	03/01/88
Lens and Mount for Use with Electromagnetic Wave Source	Patent	424,277	4,491,900	09/27/82	01/01/85
Integrated Light Unit and Circuit Element Attachable to Circuit Board	Patent	357,063	4,471,414	03/11/82	09/11/84
Lens Cap Holder for Attachment to Circuit Boards Having a Plastic Inverted U-Shaped Hinge	Patent	355,474	4,402,110	03/08/82	09/06/83
Lens Cap Holder for Attachment to Circuit Boards	Patent	57,890	4,398,240	07/16/79	08/09/83
Lens Clip and Cap for Led or Light Unit Assembly	Patent	907,735	4,195,330	05/19/78	03/25/80
Polygonal Lens	Patent	643,158	4,035,681	12/22/75	07/12/77

Threaded Lens Coupling to LED Apparatus	Publication	10/259,126	US 2004/0061957 /Pending	09/27/02	
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# FOREIGN PATENTS

Locking Header and Pin Assembly	Germany	Patent	19882798.9	Pending	11/10/98		
Locking Head and Pin Assembly	UK	Patent	0009098.5	2345592	01/10/98	11/10/98	01/10/18
Integrated Light Unit and Circuit Element Attachable to Circuit Board	Taiwan	Patent	7210394	19094	02/09/83	11/16/83	
Lens Clip and Cap for LED or Light Unit Assembly	Germany	Patent	G.7914395.6	7914395	04/18/79	05/18/79	04/18/99
Lens Clip and Cap for LED or Light Unit Assembly	Japan	Patent	61393/79	1530840	05/18/79	11/15/89	05/18/99
Light Emitting Diode Assembly	Japan	Patent	147582/76	1153483	12/08/76	06/30/83	12/08/96
Lens Clip for LED Assembly	UK	Patent	48168/76	1,518,040	11/18/76	11/01/78	11/18/96
Lens Clip for LED Assembly	Germany	Patent	P2655833.8	86558338	12/07/76	08/11/88	12/07/94
Locking Header and Pin Assembly	Patent Cooperation Treaty	Patent	PCT/US98/2393	Pending	11/10/98		
Lens Clip and Cap for LED or Light Unit Assembly	Benelux	Patent	53840-00	5768-00	07/11/79	07/11/79	07/11/04

1980008.1

DECLARATION OF DEATH OF TRUSTEE  
AND  
ACCEPTANCE OF SUCCESSOR TRUSTEE

Under the terms of ARTICLE VIII, Section A of that certain Trust Agreement between JOHN SAVAGE, as Trustor, and JOHN SAVAGE, as Trustee, dated July 23, 2004, RONALD SAVAGE, becomes Successor Trustee upon the death of JOHN SAVAGE.

JOHN SAVAGE died on April 16, 2005.

The undersigned hereby accepts the office of Successor Trustee of said Trust and agrees to faithfully perform the duties pursuant to said Trust Agreement.

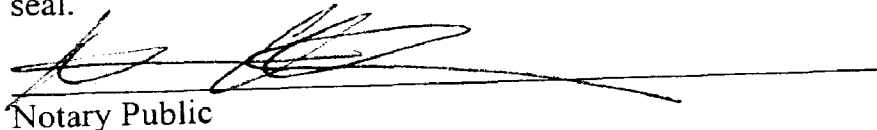
DATED this 30 day of APRIL, 2005.

  
RONALD SAVAGE, Trustee

STATE OF Virginia )  
 )  
COUNTY OF Prince William ) SS:

On 4/30/05, 2005, before me, Matthew C. Krei, Notary Public, personally appeared Ronald Savage, 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 s/he executed the same in his/her authorized capacity, and that by his/her 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.

  
Notary Public



2063968.1



**JOHN SAVAGE LIVING TRUST**

Trust Agreement dated JULY 23, 2004

# **JOHN SAVAGE LIVING TRUST**

This TRUST AGREEMENT is made on the date set forth below by JOHN SAVAGE, as Trustor, and JOHN SAVAGE, as Trustee. This Trust Agreement may be designated as the JOHN SAVAGE LIVING TRUST.







































## ARTICLE VIII

### SUCCESSOR TRUSTEES

#### A. Appointment of Successor Trustees

Except as otherwise expressly provided, upon the Trustor ceasing to act as

Trustee, the following shall act as Trustee, in the order named:

1. RONALD J. SAVAGE;
2. DAVID SAVAGE;
3. WHITNEY SAVAGE.



## ARTICLE IX

### POWERS OF THE TRUSTEE; ADDITIONAL TRUSTEE PROVISIONS; GENERAL PROVISIONS

#### A. Trustee Powers

To carry out the purposes of this Trust Agreement and all trusts created hereunder, and subject to any limitations stated elsewhere herein, the Trustee is vested with the following powers:

1. To continue to hold any property without diversification, although not of a type or quality nor constituting a diversification considered proper for trust investments, and to operate at the risk of the trust estate and not at the risk of the Trustee, any property or business received in this trust at any time, so long as it may deem advisable, the profits and

losses therefrom to inure or be chargeable to the trust estate as a whole and not to the Trustee.

3. To manage, control, sell, convey, exchange, partition, divide, subdivide, improve and repair; to grant options and to sell upon deferred payments; to lease for terms within or extending beyond the duration of this trust for any purpose; to create restrictions, easements and other servitudes.

4. To advance funds to this trust for any trust purpose, such advances, with interest at current rates, to be a first lien on and to be repaid out of the trust estate; to reimburse itself from the trust estate for any loss or expense incurred by reason of its ownership or holding any property in this trust.

5. To compromise, arbitrate or otherwise adjust claims in favor of or against the trust; to carry such insurance as the Trustee may deem advisable.

6. To borrow money for any trust purpose upon such terms and conditions as the Trustee deems proper and to obligate the trust estate for repayment; to encumber the trust estate or any of its property by mortgage, deed of trust, pledge or otherwise, using such procedures to consummate the transaction as the Trustee deems advisable, for the debts of the trust, the joint debts of the trust and a co-owner of trust property, or the debts of the Trustor.

7. To make payments of income or principal to any beneficiary under disability by making them to the guardian or conservator of the person of the beneficiary, or to the parent of the beneficiary, if a minor, or to apply them for the beneficiary's benefit. Sums necessary for support and education may be paid directly to minor beneficiaries who, in the discretion of the Trustee, have attained sufficient age and discretion to render it probable that the money will be properly expended.

8. To have respecting securities all the rights, powers and privileges of an owner, including the power to vote, to give proxies, and to pay assessments and other sums deemed by the Trustee necessary for the protection of the trust estate; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations; and in connection therewith, to deposit securities with and transfer title to any protective or other committee under such terms as the Trustee may deem advisable; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property received through the exercise of any of the foregoing powers, subject to any limitations elsewhere in this instrument relating to investments by the Trustee.

9. To hold securities or other property in the Trustee's name as Trustee under this Trust, in the Trustee's own name, or in the name of a nominee. The Trustee may hold securities unregistered in such condition that ownership will pass by delivery.

10. Whenever the Trustee is required to separate the trust estate into parts or shares, whether by division, partition, allotment, allocation, distribution or otherwise, the Trustee is authorized to make such separation of the trust estate in undivided interests, in kind, or partly in money and partly in kind, either pro rata or non-pro rata, at values reasonably determined by the Trustee, and to sell such property as the Trustee considers advisable in order to effect such separation.

11. To budget the estimated annual income and expenses of the trust in such manner as to equalize, as far as practicable, periodic income payments to beneficiaries.

12. To make sales, loans or exchanges between any trusts created hereunder or any other trusts created by the Trustor, if the Trustee deems it necessary or desirable, or to avoid the holding of fractional interests, including but not limited to sales or exchanges of undivided interests in residential property.

13. To purchase for a full and adequate consideration and to retain as investments any security or other property, real or personal, belonging to the estate of the Trustor.

14. To make loans from the trust estate on adequate security and at reasonable interest rates, including loans to the personal representative of the estate of the Trustor.



15. To deal with any other trust created by the Trustor or the Will of the Trustor and with the estate of the Trustor, even though the Trustee may also be serving as Trustee of such trust or as executor or administrator of such estate. Such dealings shall be upon reasonable terms, and sales or purchases shall be at fair market value.

16. To acquire and carry insurance of such kinds and in such amounts as the Trustee deems advisable, at the expense of the trust, to protect the trust estate and the Trustee personally against any hazard.

17. To commingle the property of the separate shares and separate trusts established hereunder, allocating to each separate share or trust an undivided interest in the commingled property, which undivided interest shall always be equal to the proportionate contribution of that share or trust to the commingled property, as adjusted from time to time as a result of accumulations or payments of income, or payments of or additions to principal.

18. To commence or defend, at the expense of the trust, such litigation with respect to the trust or any property of the trust estate as the Trustee considers advisable, and to compromise or otherwise adjust any claims or litigation against or in favor of the trust. The Trustee's powers under this paragraph shall apply during the term of the trust and after distribution of trust assets. However, the Trustee shall have no obligations or duties with respect to any litigation or claims occurring after distribution of trust assets, unless the Trustee is adequately indemnified by the distributees for any loss in connection with such matters.

19. Except as otherwise specifically provided herein, the determination of all matters with respect to what is principal or income of the trust estate, and the apportionment and allocation of receipts and expenses between these accounts, shall be governed by the provisions of the California Principal and Income Law from time to time existing. Any such matter not provided for herein or in the Principal and Income Law shall be determined by the Trustee in the Trustee's discretion.

20. Notwithstanding anything in this Trust Agreement to the contrary, the Trustee shall not be required, until six (6) months after the Trustor's death, to implement the terms of the Trust Agreement with respect to the principal of the trust estate in such a way as to effectuate a "distribution" or other "disposition" of any of such principal, within the meaning of Section 2032 of the Code.

21. After carefully considering the potential tax consequences of such action, the Trustee shall have the power at any time and for any reason to create multiple trusts by dividing an existing trust or trusts; and to combine trusts which have substantially similar provisions.

**B. Additional Provisions Regarding the Trustee**

Except as otherwise provided, the following additional trustee provisions shall apply with respect to all trusts created hereunder:

1. Reference in this instrument to "the Trustee" shall be deemed to include not only the original Trustee but also any successor Trustee; and each successor Trustee shall without the necessity of any active transfer or action by any court, become vested with title to the trust assets and shall have all the same powers and obligations as if such successor were an original Trustee.

2. The Trustor shall receive no compensation for services as Trustee, but shall be entitled to receive reimbursement of reasonable expenses incurred in discharging the duties of Trustee. Any Trustee other than the Trustor shall be entitled to reasonable compensation for its services as Trustee, but in the case of a professional Trustee, not in excess of that compensation normally charged by it to similar accounts at the time said compensation is earned.

3. Any Trustee acting hereunder shall have the right to resign as Trustee at any time. Each successor Trustee shall have all the powers, authorities and discretions herein conferred upon the Trustee, and may accept the property tendered by the predecessor or predecessors in trust as constituting the entire trust; and, upon such terms as it deems best, may compromise or abandon entirely any or all claims against each predecessor Trustee, without liability to any beneficiary by so doing.

4. No successor Trustee shall be liable for any act, omission, or default of a predecessor Trustee. Unless requested in writing by an adult beneficiary of the trust, by the parent or guardian of the person of a minor beneficiary, or by the guardian or conservator of the person of a beneficiary under any other disability, any successor Trustee shall have no duty to investigate or review any action of a predecessor Trustee, and may accept the accounting records of the predecessor Trustee showing assets on hand without further investigation and without incurring any liability to any person claiming or having an interest in the trust.

5. In lieu of any accounting required under Section 16062 of the California Probate Code, each Trustee other than the Trustor shall render an accounting from time to time, but not less frequently than every year after any prior accounting, regarding the transactions of any trust created by this instrument. Accountings shall be made by delivering a written accounting to each beneficiary entitled to current income distribution; or, if there are no current income beneficiaries, to each beneficiary entitled to current distribution out of income or principal in the Trustee's discretion, and to each remainder beneficiary in being. The accounting shall be delivered to the parents or the guardian of the person of a minor

beneficiary, or the guardian or conservator of the person of a beneficiary under any other disability. Unless any beneficiary, including parents, guardians or conservators of beneficiaries, shall deliver a written objection to the Trustee within ninety (90) days after receipt of the Trustee's account, the account shall be final and conclusive in respect to transactions disclosed therein as to all beneficiaries of the Trust, including unborn and unascertained beneficiaries. After settlement of the account by agreement of the parties objecting to it, or by expiration of the ninety (90) day period, the Trustee shall no longer be liable to any beneficiary of the Trust, including unborn and unascertained beneficiaries, with respect to transactions disclosed in the account, except for the Trustee's intentional wrongdoing or fraud.

6. The Trustee may disclose the existence, nature, terms and conditions hereof to the extent necessary in the administration of this trust.

7. No person dealing with any Trustee hereunder need inquire concerning the validity of anything the Trustee purports to do or the application of any money paid or property transferred to or upon the order of the Trustee.

8. Until the Trustee receives written notice of any death, birth, marriage or other event upon which the right to payments from this trust may depend, the Trustee shall incur no liability for disbursements made in good faith to persons whose interests may have been affected by such event.

9. The Trustee, at the expense of the trust estate, may employ accountants, legal or tax counsel, financial consulting services, investment counsel, or utilize the management services of any firm or institution or appoint and remove a Co-trustee and may delegate to said Co-trustee such of the responsibilities of the Trustee as the Trustee may deem advisable. This paragraph is not intended to constitute a limitation upon the general powers of the Trustee.

10. The Trustee shall not be required to pay premiums, assessments or other charges upon any policies of insurance held in trust and, during the insured's lifetime, shall hold any such policy delivered to it without obligation other than safekeeping. Upon receipt of proof of death of an insured and upon receiving possession of any such insurance policy, the Trustee shall use reasonable efforts to collect all sums payable thereon, which sums upon receipt shall become principal of the trust estate, except interest paid by the insurer, which shall be income. The Trustee may compromise, arbitrate or otherwise adjust claims upon any of said policies. The receipt of the Trustee to the insurer shall be a full discharge and the insurer is not required to see to the application of the proceeds. The Trustee shall not be responsible for any acts or omissions of the Trustor in connection with or relating to any policy of insurance and shall not be required to prosecute any action to collect any such insurance or to defend any action relating to any of such policies unless indemnified in manner and amounts satisfactory to it.

**C. General Provisions**

Except as otherwise provided, the following general provisions shall apply with respect to all trusts created hereunder:

1. The interests of beneficiaries of any trust created hereunder in principal or income shall not be subject to claims of their creditors or others nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered, except to the extent a power of withdrawal or power of appointment is expressly granted to a beneficiary hereunder.

2. Notwithstanding anything in this Trust Agreement to the contrary, if any trust created hereunder has a principal balance valued by the Trustee at less than Fifty Thousand Dollars (\$50,000), the Trustee, in the Trustee's sole discretion, may terminate such trust immediately and distribute all of the principal and accrued income thereon to the income beneficiary of such trust.

3. Notwithstanding anything in this Trust Agreement to the contrary, unless terminated at an earlier date under the foregoing provisions, all trusts created under this Trust Agreement shall terminate twenty-one (21) years after the death of the last survivor of the beneficiaries in being on the date of death of the Trustor, or in being on the date prior thereto when this Trust Agreement becomes irrevocable in whole or in part, if that event should occur. Upon such termination, the trust estate shall be distributed to the persons then entitled to the income therefrom, in the same proportions as they were then entitled to receive such income.

4. Except as expressly provided in the Trust Agreement, this Trust Agreement and the trusts established hereunder may not be altered, amended, or revoked by anyone after the death of the Trustor. Nothing in this Trust Agreement shall be construed to preclude the Trustor or any beneficiary hereunder from disclaiming, relinquishing or renouncing any power or right retained or granted by the terms of this Trust Agreement, by a signed written instrument delivered to the Trustee.

5. Income accrued or unpaid on trust property when received into the trust shall be treated as any other income. Income accrued or held undistributed by the Trustee at the termination of any interest or estate under this trust shall go to the beneficiaries entitled to the next eventual interest in the proportions in which they take such interest, except as expressly provided to the contrary herein. Periodic payments out of principal, not due upon the termination of any interest or estate, shall not be apportioned to that date. The Trustee shall not be required to prorate taxes and other current expenses to the date of termination.

This paragraph shall not apply to income accrued on Treasury Bonds redeemed in payment of federal estate tax.

6. This trust has been accepted by the Trustee in the State of California, and unless otherwise provided in this instrument, its validity, construction and all rights under it shall be governed by the laws of that State.

7. Chapters 1-3 of Part 5 (commencing with Section 17000) of Division 9 of the Probate Code of California shall apply to all trusts created under this Trust Agreement.

8. If any provision of this Trust Agreement is unenforceable, the remaining provisions shall nevertheless be carried into effect.

9. As used in this Trust Agreement, the terms "child," "grandchild," and "descendant" shall refer only to persons, other than stepchildren or foster children, for whom a parent-child relationship is established pursuant to Chapter 2 (commencing with Section 6450) of Part 2, Division 6 of the Probate Code of California as constituted at the date of execution of this instrument, except that such a relationship is deemed established in the case of adopted persons only if such persons were minors at the date of adoption.

10. As used in this Trust Agreement, the term "principle of representation" means division into as many equal shares as there are living children of the person whose death causes the division to be made under the terms of this Trust Agreement and deceased children of such person who leave descendants then living. One such share shall be allocated to each living child and one such share shall be allocated to the descendants of each deceased child, to be further divided in the same manner among such descendants.

11. Whenever provision is made to pay for the education of a beneficiary, the term "education" shall include trade school, college and postgraduate study, so long as in the Trustee's opinion such education is pursued to advantage by the beneficiary, at an institution of the beneficiary's choice. In determining payments to be made for education, the Trustee shall consider the beneficiary's reasonably related living and traveling expenses.

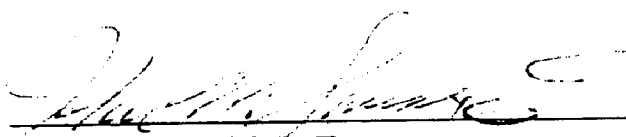
12. The Trustor has made no agreement (other than this Trust Agreement) controlling the disposition of the trust estate, and the provisions of this trust shall not be read as evidence of any other agreement. Anything to the contrary herein notwithstanding, the Trustee shall be bound as a successor-in-interest to the terms and provisions of any cross-purchase or redemption agreement entered into by the Trustor concerning any interest of the Trustor in any partnership, co-venture or corporate entity.

13. The captions used in this document are not part of the Trust Agreement itself, but are used strictly for convenience.

14. As used herein, the masculine, feminine and neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context indicates such inclusion to be appropriate.

15. If any beneficiary of this trust, singly or in conjunction with any other person, contests in any court the validity of this trust (including any amendment hereto), the Trustor's Will (including any codicils thereto), or any provisions of either; or seeks to obtain an adjudication in any proceeding that this trust, the Trustor's Will, or any provisions of either is void; or seeks to otherwise void, nullify, or set aside this trust or any of its provisions; or files a creditor's claim (except for a claim based on a written promise or agreement signed by the Trustor) against the Trustor's estate; or files suit on a rejected creditor's claim (except for a claim based on a written promise or agreement signed by the Trustor) against the trust; or files a petition or other pleading to change the character of any property owned by the Trustor, the character of which has been designated by the Trustor in writing; or files a petition or other pleading to challenge the validity of any instrument, contract, agreement, trust, or beneficiary designation that the Trustor has entered into during his or her lifetime and that relates to the disposition of assets of the Trustor upon the Trustor's death (collectively "Documents"); or files a petition or other pleading for settlement or compromise of any Document; then the right of such beneficiary to take any interest given to him or her under this trust or any Document shall be determined as it would have been determined had such beneficiary predeceased the Trustor without surviving issue. The Trustee is hereby authorized to defend, at the expense of the trust estate, any contest or other attack of any nature on this trust or any of its provisions. Notwithstanding the foregoing, this paragraph shall not apply to any transfer or trust hereunder otherwise qualifying for the federal estate tax marital deduction or the federal estate tax charitable deduction.

SIGNED at San Diego, California, on July 23, 2004.

  
JOHN SAVAGE, Trustor

ACCEPTED:

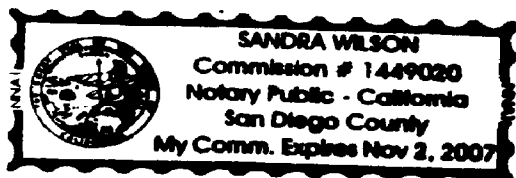
  
JOHN SAVAGE, Trustee

STATE OF CALIFORNIA     )  
                                          )  
COUNTY OF SAN DIEGO    )

ss:

On July 23, 2004, before me, Sandra Wilson, a  
Notary Public in and for said County and State, personally appeared JOHN SAVAGE,  
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  
persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Sandra Wilson  
Notary Public

**JOHN SAVAGE LIVING TRUST**

**Schedule A**

10. Those Patents described on the Schedule of U.S. and Foreign Patent Registrations Issued in the Name of John Savage described on Exhibit A-1 attached hereto and incorporated herein;

1980603.2

(This Schedule may be separately amended without amending the Trust Agreement)