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

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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)

FRED MIKKA

2. Name and address of receiving party(ies)

Name: SIERRA MAORE MARKETING GROUP

Internal Address:

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

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

Execution Date(s) 1/30/07

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

Street Address: 141 E HUNTINGTON DRIVE SUITE 203

City: ARCADIA

State: CA

Country: USA Zip: 91006

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)

PROVISIONAL # US 60/764,085

WABDELRL1 00000060 11700928

40.00 DP

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: JEFF LEE

Internal Address:

Street Address: 141 E HUNTINGTON DRIVE ARCADIA CA SUITE 203

City: ARCADIA

State: CA Zip: 91006

Phone Number: 626 294 0300

Fax Number: 626 294 0343

Email Address: JLEE@aol.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: J Lee

Signature

1/30/07

Date

JEFF LEE

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

ASSIGNMENT OF PATENT

This Assignment of Patent is made as of January 31, 2007, by Fred Miekka ("Assignor") and Sierra Madre Marketing Group LLC ("Assignee").

RECITALS

A. Assignor is the applicant and owner of United States Patent Application Named Permanent Magnet Bonding Construction (the "Patent"), A copy of the Patent is attached hereto as Exhibit A.

B. Assignor desires to assign its right, title, and interest in, to, and under the Patent to Assignee, and Assignee desires to accept that assignment on, and subject to, all of the terms and conditions in this Assignment.

NOW THEREFORE, in consideration of the mutual covenants contained in this Assignment, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows.

1. Assignment. Assignor assigns to Assignee all of its right, title and interest in, to, and under the Patent. Assignee accepts this assignment, assumes all of Assignor's rights of the Patent and is subject to, all of the terms, conditions, and covenants of this Assignment.

2. Consideration for Assignment. In consideration of this Assignment, Assignee shall receive monetary consideration of \$1.00 and pursuant to the employee conditionality agreement.

3. Indemnification of Assignor. Assignee shall protect, defend, indemnify and hold Assignor harmless from all costs, expenses, claims, causes of action and damages (including, without limitation, reasonable attorney fees and costs), which arise in connection with the Lease (as the same may be amended from time to time after the date of this Assignment) and after the date of this Assignment.

4. General Provisions.

(a) Further Assurances. Each party to this Assignment will, as its own cost and expense, execute and deliver such further documents and instruments and will take such other actions as may be reasonable required or appropriate to evidence or carry out the intent and purposes of this Assignment.

(b) Entire Assignment; Waiver. This Assignment constitutes the final, complete and exclusive statement between the parties to this Assignment pertaining to the terms of Assignor's assignment of the Patent to Assignee, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. Neither party has been induced to enter into this Assignment by, nor is either party

relying on any representation or warranty outside those expressly set forth in this Assignment. Any agreement made after the date of this Assignment is ineffective to modify, waive, or terminate this Assignment, in whole or in part, unless that agreement is in writing, is signed by the parties to this Assignment, and specifically states that agreement modifies this Assignment.

(c) Governing Law. This Assignment will be governed by, and construed in accordance with, California Law.

(d) Captions. Captions to the sections in this Assignment are included for convenience only and do not modify any of the terms of this Assignment.

(e) Severability. If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law. If the application of any term or provision of this Assignment to any person or circumstances is held to be invalid or unenforceable, the application of that term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.

(f) Capitalized Terms. All terms spelled with initial capital letter in this Assignment that are not expressly defined in this Assignment will have the respective meanings given such terms in the Lease.

(g) Brokers. The parties to this Assignment represent and warrant to each other that neither party dealt with any broker or finder in connection with the consummation of this Assignment and each party agrees to protect, defend, indemnify, and hold the other party harmless from and against any and all claims or liabilities for brokerage commissions or finder's fees arising out of that party's acts in connection with this Assignment.

(h) Notices. Any notice that may or must be given by either party under this Assignment will be delivered (i) personally, (ii) by certified mail, return receipts requested, or (iii) by a nationally recognized overnight courier, addressed to the party to whom it is intended. Any notice given to Assignor or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as that party may designate for service of notice.

(i) Word Usage. Unless the context clearly requires otherwise, (a) the plural and singular numbers will each be deemed to include the other; (b) the masculine, feminine, and neuter genders will each be deemed to include the others; (c) "shall," "will," "must," "agrees," "includes" and "including" are not limiting.

Assignor and Assignee have executed this Assignment as of the above date.

Assignor:

End Meilly

By: _____

Its: _____

Address of Assignor:

757 SOUTH GOLDEN WEST AVE
ARCADIA CA 91007

Patent assignment