

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Bryan Rooney	07/17/2008
RECEIVING PARTY DATA	
Name:	Fit~Skin, LLC
Street Address:	7275 Fountain Avenue
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90046
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11225271
CORRESPONDENCE DATA	
Fax Number:	(908)686-8550
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ljf@gdnlaw.com
Correspondent Name:	Nissenbaum Law Group
Address Line 1:	2400 Morris Avenue
Address Line 2:	Third Floor
Address Line 4:	Union, NEW JERSEY 07083
NAME OF SUBMITTER:	Laura J. Freedman, Esq.

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("**Agreement**") is made as of July 17, 2008, by and between Bryan R. Rooney, an individual with an address of 7245 Hillside Avenue, Apt. 422, Los Angeles, California 90046 (the "**Transferor**") and Fit~Skin, LLC, a Delaware limited liability company with a business address of 7275 Fountain Avenue, Los Angeles, California 90046 (the "**Transferee**") (collectively, the Transferor and the Transferee are hereinafter referred to as the "**Parties**," each a "**Party**").

WHEREAS, the Transferor is the sole owner of the domestic United States and worldwide patent rights for the Face Trainer product, US Patent Application No. 11/225, 271, "The Face Trainer," standard United States trademark, Serial No. 77187472, "Fit~Skin," standard United States trademarks, Serial Nos. 77416707 and 77416704, and other common law trade secrets, trademarks and copyrights that have been created with regard to, and in connection with Transferor's services to, Fit~Skin, LLC, its predecessors or its products and services, including, without limitation, the Face Trainer product (collectively, "**Intellectual Property**");

WHEREAS, the Transferor is an owner of the Transferee;

WHEREAS, the Transferee desires to acquire all right, title and interest in the Intellectual Property from the Transferor, and the Transferor desires to transfer and assign all right, title and interest in and to the Intellectual Property to the Transferee, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby stipulated, the Parties, intending to be legally bound, hereto agree as follows:

ARTICLE 1 – ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 The Transferor hereby irrevocably quitclaims, sells, assigns and transfers all right, title and interest in and to the Intellectual Property to the Transferee, including without limitation, any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all works based upon or derived from the Intellectual Property and in all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action either in law or equity for past, present or future infringement based on the Intellectual Property throughout the world (collectively, "**Assignment**"). The Transferee hereby accepts such sale, Assignment and transfer of the Intellectual Property. The Transferor shall from this point forward have no rights whatsoever in and to the Intellectual Property.

1.2 Moreover, and without limitation, Transferor acknowledges that all results and proceeds of Transferor's work and services for the Transferee and any and all Intellectual Property (including, all original ideas in connection therewith and, all modifications or changes by Transferor to any other Transferee materials or intellectual property and any physical materials created by Transferor) are being, will be and were, prepared by Transferor within the scope of his association with the Transferee and shall be considered a "work-for-hire" for intellectual property purposes and otherwise to the benefit of Transferee and shall be the sole and exclusive property of

Transferee in perpetuity and throughout the Universe. This shall include, without limitation: (i) any copyrights and all rights associated therewith; (ii) trademarks and any and all other ownership and exploitation rights now or hereafter recognized in any territory; (iii) patent and trade secret rights, if any, associated therewith; (iv) the right to adapt, change, delete from and add to such results and proceeds, and to use all or any part thereof in new versions and adaptations; and (v) all rights generally known as "moral rights." It is the intention of the Transferor that all contributions made by the Transferor in this regard be the sole and exclusive property of Transferee and Transferor hereby represents that it knows of no competing claim of ownership.

1.3 Moreover, and without limiting the foregoing, Transferor acknowledges and agrees that any and all business ideas, materials, procedures, policies and plans (collectively referred to as the "**Ideas**") as may be submitted by Transferor to Transferee which pertain directly or indirectly to the business of Transferee, shall belong to and be deemed to be the property of Transferee. Unless otherwise agreed in writing by an officer of Transferee, Transferee shall not be required to compensate Transferor in any manner for the Ideas, regardless of whether Transferor utilizes or does not utilize the Ideas, in whole or in part. Transferee further covenants and agrees to keep all Ideas confidential and not to utilize them in any manner without Transferor's advance written consent, which may be unreasonably withheld. Transferee agrees to execute any additional documents as may be necessary to effectuate these provisions.

1.4 Without limitation, Transferor acknowledges and agrees that the grant of rights set forth herein, shall apply retroactively to any and all Intellectual Property previously created by Transferor for Transferee. For clarification purposes and without limitation, any such work made or conducted by the Transferor from the beginning of time for Transferee and/or any other of the Transferee Parties (as defined herein) shall be deemed to be included within this Agreement, and that work and all rights related thereto shall be deemed assigned, granted and/or licensed as set forth above.

1.5 Moreover, Transferor acknowledges and agrees that the grant of rights set forth herein, shall apply to all work and services provided by Transferor for Transferee, whether those outlined herein, under any other future agreement or otherwise. For clarification purposes and without limitation, any such work made or conducted by the Transferor in connection with any future agreement or otherwise for the Transferee and/or any other of the Transferee Parties (as defined herein) shall be deemed to be included within this Agreement, and that work and all rights thereto shall be deemed assigned, granted and/or licensed as set forth above.

1.6 In addition to the foregoing, if there are any intellectual property rights that the Transferor has, whether known or unknown and whether listed above or not, which related directly or indirectly to the business of Transferee, the Transferor hereby quitclaims and assigns the same to Transferee completely and in perpetuity.

1.7 Further, and without limitation, this Assignment has transferred to the Transferee, inter alia, the Transferor's rights related to the Intellectual Property that may have been a product of a work for hire to Transferor's benefit, if any.

1.8 Without limitation, the Transferor acknowledges that any modification or further creation of the Intellectual Property, if any by the Transferor from the point of the Assignment forward shall also be deemed to be a "work for hire," and it shall be deemed to have been created

solely for the benefit of the Transferee and shall solely belong to it in perpetuity. Further, Transferor acknowledges and agrees that all work that it does for the Transferor, including without limitation, any and all products that it develops and all technology and intellectual property thereto that is created during the time that Transferor is an owner or employee of, or otherwise affiliated with, the Transferor, shall be deemed a work for hire for the benefit of the Transferor. If for any reason, this assignment is deemed to be invalid, Transferor hereby grants to Transferee an irrevocable, exclusive and royalty-free license for the Intellectual Property and any and all rights otherwise created as a result of Transferor's work.

ARTICLE 2 – CONSIDERATION

2.1. In consideration for the Assignment of the Intellectual Property, the Transferee hereby agrees to pay the Transferor, and the Transferor hereby acknowledges receipt of, the sum of Ten Dollars (\$10.00) and other good and valuable consideration.

ARTICLE 3 – OWNERSHIP AND USE OF THE INTELLECTUAL PROPERTY

3.1 The Transferor acknowledges that through this Agreement, the Transferee owns the Intellectual Property and all rights therein and that nothing in this Agreement shall give the Transferor any right, title or interest in or to the Intellectual Property.

3.2 The Transferor agrees that it will do nothing inconsistent with the Transferee's ownership of the Intellectual Property and shall not claim adversely to the Transferee, or assist any third-party in attempting to claim adversely to the Transferee, such ownership. The Transferor agrees that it will not challenge the title of the Transferee to the Intellectual Property, oppose any registration thereof, or challenge the validity of this Agreement. The Transferor will also not take any action that would be directly competitive with the Transferee, nor otherwise prejudice the Transferee's business interests. Transferor acknowledges that Transferee owns all Intellectual Property and that nothing in the Agreement shall give the Transferor any right, title or interest in or to the Intellectual Property. Moreover, the Transferor agrees that it will do nothing inconsistent with Transferee's ownership of the Intellectual Property and shall not claim adversely to Transferee, or assist any third-party in attempting to claim adversely to Transferee, such ownership. The Transferor agrees that it will not challenge the title of Transferee to the Intellectual Property, oppose any registration thereof, or challenge the validity of this Agreement. The Transferor will also not take any action that would be otherwise prejudicial to Transferee's business interests. Furthermore and without limitation, the Transferor covenants and agrees not to adopt, register, nor attempt to register, any trade name, trade dress, trademark, mark, logo, symbol, letter or design which, in whole or in part, incorporates, or is likely to be confusingly similar to, the trademark rights being assigned hereunder. Moreover, Transferor covenants and agrees not to otherwise infringe upon the Transferee's rights in and to any of the Intellectual Property, in any manner.

3.3 The Transferor agrees to assist the Transferee in recording this Agreement with the appropriate government authorities where such recording is required by law or regulation, or where such recording is permitted or otherwise desired by the Transferee. This shall include, without limitation, the furnishing of information and execution of documents, the filing of which with governmental authorities is prerequisite to the statutory recordation of assignment of the Intellectual Property. The Transferor specifically authorizes RJSB, LLC or its agents to file this

Assignment with the United States Patent and Trademark Office and any other government office or agency that RJSB deems suitable, in its sole discretion. However, the Parties acknowledge and agree that RJSB shall not be required to do so, and that Transferee may independently record this Assignment as long as it provides advance written notice to RJSB of its intent to do so. All costs associated with recording this Agreement shall be borne by the Transferee. All costs associated with registering, maintaining or renewing the Intellectual Property registrations shall be borne by the Transferee.

ARTICLE 4 – BREACH

4.1 In the event of a breach of any provision of this Agreement, the non-breaching Party shall give the breaching Party notice describing the breach and stating that the breaching Party has fourteen (14) days after notice of the breach to cure the breach. If the breach is not cured, the non-breaching Party shall provide a detailed written explanation of the reason for that assertion and an additional five (5) days to cure it. If the breach is not cured, the non-breaching Party may declare a material breach under the Agreement.

ARTICLE 5 – PROTECTION

5.1 The Transferor shall promptly notify the Transferee of any and all infringements, imitations, simulations or other illegal use or misuse of the Intellectual Property which come to the Transferor's attention. As the sole owner of the Intellectual Property, the Transferee shall determine whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Intellectual Property.

5.2 In order to establish, perfect, protect, defend and enforce the Transferee's right, title and interest in and to the Intellectual Property, upon request by the Transferee at any time, and at the Transferor's cost and expense, the Transferor shall execute all documents and instruments, perform all further acts, and do all other things deemed necessary or useful by the Transferee in establishing, perfecting, protecting, prosecuting, defending and enforcing the Transferee's proprietary right, title and interest in the Intellectual Property. In particular, but not by way of limitation, the Transferor shall do all things reasonably requested by the Transferee to achieve the intent of the foregoing sentence (other than the payment of money).

ARTICLE 6 – INDEMNIFICATION

6.1 Transferor shall indemnify, defend and hold Transferee and its subsidiaries, affiliates and other related entities and their respective, shareholders, members, directors, officers, employees, agents, attorneys and representatives (collectively, the "**Transferee Parties**") harmless for any claims of third parties asserted against any of the Transferee Parties with respect to any claim, demand, cause of action, debt, liability, damages, costs or expenses, including actual attorneys' fees and expenses, arising from any third party claim relating to (i) Transferor's infringement of any intellectual property of any person or entity, including without limitation, patents, trade secrets, copyrights, trademarks, service marks or trade names whether or not related to the Intellectual Property or Services; (ii) any failure by Transferor to comply with any applicable laws or regulations; (iii) any statement or misstatement contained in any documentation or materials provided to Transferee by Transferor; (iv) any breach by Transferor of any of the terms or conditions hereof, including, without limitation, a breach of the

representations, warranties, covenants or agreements set forth herein; (v) any act or omission or willful misconduct on the part of Transferor; or (vi) any damages caused in whole or in part by an act or omission on the part of Transferor. In the event that a potential or actual claim by a third party is raised which involves Transferee or any of the Transferee Parties, Transferor shall employ best efforts to cooperate with efforts to defend and/or resolve such claim, including without limitation, supplying any non-privileged documents that Transferee or any of the Transferee Parties requests, and in all other respects cooperating with efforts in regard to the claim.

ARTICLE 7 – DISPUTE RESOLUTION AND JURISDICTION

7.1 Dispute Resolution. A party to this Agreement may not institute a suit at law or equity regarding any dispute, whether directly or indirectly related or collateral to this Agreement. All such claims or disputes, whether between or among the parties, shall be submitted to arbitration administered by a mutually acceptable arbitrator affiliated with the American Arbitration Association and its rules and guidelines shall apply, or its International Centre for Dispute Resolution, if applicable. Without limitation, any dispute over the arbitrability of a matter shall be specifically reserved for the arbitrator to exclusively hear, and shall not be submitted to the court. Should the parties be unable to agree upon an arbitrator, the arbitrator shall be chosen by a determination of a court of competent jurisdiction. The arbitration proceedings shall be in English. The arbitrator shall have the authority to award any remedy or relief that a court of the State of Delaware could order or grant. Each party will perform all acts, including the execution and delivery of further documents, as the arbitrator deems necessary or desirable to confirm and carry out the terms of the award rendered. Judgment upon the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. The award rendered by the arbitrator in any arbitration is final and binding on the parties. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious.

However, notwithstanding the foregoing, either prior to, during or after the arbitration process, any party to this Agreement may institute a suit in equity for a temporary injunction (a) to preserve the status quo; (b) to enjoin a breach or threatened breach of this Agreement; (c) to obtain specific performance; (d) to compel the arbitration or further its purposes and/or to enforce a settlement or award of such arbitration; and/or (e) for any other equitable relief.

7.2 Jurisdiction. The Parties agree that this Agreement is made and delivered in, and shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to principles of conflicts of laws of the State of Delaware or any other state). Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Superior Court of the State of Delaware or, if jurisdiction exists, at the option of either Party, to the jurisdiction of the United States District Court for the District of Delaware (with regard to the limited matters specifically reserved above for determination by a court), for any action, proceeding or investigation in any court or before any governmental authority (a “**Litigation**”) for actions to compel the arbitration and actions to enforce its award, arising out of or relating to this Agreement and the transactions contemplated hereby, as well as any other claims or defenses directly or indirectly related to the subject matter of this Agreement (and agrees not to commence any Litigation relating thereto except in such courts).

Each of the Parties hereto hereby irrevocably and unconditionally waives any objection to the laying of exclusive venue of any Litigation arising out of this Agreement or the transactions contemplated hereby, as well as any other claims or defenses directly or indirectly related to the subject matter of this Agreement in the Superior Court of Delaware in New Castle County or, if jurisdiction exists, at the option of either Party, to the jurisdiction of the United States District Court for the District of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Litigation brought in any such court has been brought in an inconvenient forum.

In addition, the Parties submit to the jurisdiction of the arbitrators selected in accordance with the provisions of this Agreement for the exclusive conduct in the State of Delaware of arbitration under this Agreement, with such arbitration to be conducted in New Castle County (“**County**”) or, in the event that neither party nor their counsel has offices in the County, then the arbitration shall be conducted, in either the arbitrator’s office or that of either Party’s counsel, whichever is closest to the County. The arbitration award may be appealed to a court of competent jurisdiction solely on the basis that the award was arbitrary or capricious.

ARTICLE 8 – MISCELLANEOUS

8.1 Notices. Any and all notices or other communications, if any, that are to be given under this Agreement must be in writing, which shall be given by delivery to the persons set forth below, by the way of either personal delivery, certified mail, return receipt requested, overnight mail by a commercial carrier, facsimile transmission or regular mail. Notices by personal delivery shall be deemed effective upon delivery. Notices by certified mail, return receipt requested, overnight mail by a commercial carrier, or facsimile transmission (with self-generated confirmation of receipt) shall be deemed effective upon sending. Notices given by regular mail shall not be effective unless and until received at the address to which they are sent. Notices may also be delivered via email, which shall be deemed effective twenty four (24) hours after the message was sent, so long as no “system error” message or other notice of non-delivery is generated. Notices shall be addressed as set forth in the first paragraph of this Agreement, unless a Party changes the address in writing by providing notice thereof to the other Party.

8.2 Voluntary Agreement. The Parties acknowledge having read this Agreement carefully, that they understand all of its terms, that all agreements between the Parties relating to the subjects covered in this Agreement are contained in it, and that the Parties have entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. The Parties acknowledge that this is a negotiated Agreement and that in no event shall the terms be construed against any Party on the basis that such Party or its counsel drafted this Agreement. The Parties further acknowledge having had the opportunity to review and discuss this Agreement with private independent legal counsel of their own individual choosing, have not in any manner relied upon the other’s legal counsel for legal advice, and are fully satisfied they have read the Agreement thoroughly, and that it is in their respective best interest to enter into it. The Parties also acknowledge having asked any questions desired and clarified the meaning of all terms, if any, the meaning of which the Parties are not sure.

8.3 Entire Agreement. This Agreement supersedes all prior oral or written agreements or representations concerning its subject matter and is intended as a complete and

exclusive statement of the Agreement between the Parties. The headings in this Agreement shall have no force and effect. The gender terms in this Agreement shall apply equally to either gender. This Agreement may not be changed, modified nor amended unless such change, modification or amendment is made in writing and signed by both Parties. Without limitation, any oral statement by the Parties that would modify their rights or obligations hereunder shall be null and void.

8.4 Assignability. The Transferee may freely assign his rights and obligations in and to this Agreement. The Transferor acknowledges that it may not assign, transfer or sell its rights under this Agreement. Any purported assignment without the Transferee's consent shall be null and void, and shall constitute a breach of this Agreement.

8.5 Representations and Warranties. Each Party hereby makes the following material representations upon which it requests the other to reasonably rely: (a) the person signing below on behalf of an entity has all requisite power and authority to execute and deliver, and perform all of its obligations under, this Agreement; (b) the Party's execution, delivery and performance of this Agreement does not and will not result in a breach or constitute a default under any material agreement to which it is bound; and (c) it is not subject to any obligation, disability or non-competition agreement which will materially prevent or interfere with its fully performing all of its obligations hereunder. Moreover, the Transferor further makes the following material representations upon which it requests the other to reasonably rely: (d) the Intellectual Property is free of any liens, security interests, encumbrances or licenses; (e) the Intellectual Property does not infringe on any third party's rights; (f) there are no claims, pending or threatened with regard to the Intellectual Property; and (g) the Transferor will execute any and all documentation, and take all further acts, necessary to effectuate the assignment contained herein.

8.6 Injunctive Relief. Transferor acknowledges that monetary relief would not be an adequate remedy for a breach or threatened breach by Transferor of the provisions of this Agreement, and that Transferee shall be entitled to the enforcement of this Agreement by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that Transferee may have.

8.7 Attorney's Fees. In the event that this Agreement is breached, the breaching Party shall pay the actual attorney's fees and costs relating to any legal services of the non-breaching Party's attorneys, whether or not resulting in institution of proceedings, directly or indirectly relating to the enforcement of the terms and provisions of this Agreement, including without limitation, both actual pre-judgment and post-judgment attorney's fees and costs and attorney's fees and costs of settlement if no proceeding is instituted. Further, such reimbursement shall also include any such fees and costs incurred after the conclusion of such a proceeding in which a judgment or other disposition is rendered in post-judgment or post-disposition collection efforts. This determination shall be made by the arbitrator chosen in accordance with this Agreement.

8.8 Waiver. No failure by either Party to enforce any term, provision or condition of this Agreement, including the breach or default thereof, by conduct, course of dealing or otherwise, in one or more instances shall be deemed a waiver.

8.9 Severability. To the extent that a provision of this Agreement is deemed unenforceable, the balance of it shall remain in full force and effect. This Agreement shall be binding upon the Parties' agents, successors and assigns, and as to individual Parties, their heirs, executors or administrators.

8.10 No Third Party Beneficiaries. This Agreement is not intended to be for the benefit of, and shall not be enforceable by any unaffiliated third party, except as may be specifically provided herein. Nothing in this Agreement, express or implied, is intended to or shall confer on any third party any rights (including third-party beneficiary rights), remedies, obligations or liabilities under or by reason of this Agreement, except as may be specifically provided herein. This Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this Agreement. No third party shall have any right, independent of any right that exists irrespective of this Agreement, to bring any suit at law or equity for any matter governed by or subject to the provisions of this Agreement.

8.11 Recitals. The recitals set forth above, and schedules attached hereto, are incorporated herein and made a part of this Agreement and shall be binding upon the parties to the same extent as if otherwise set forth herein.

8.12 Execution in Counterparts; Facsimile and Electronic Signature. The Agreement may be executed in counterparts. All counterparts shall be construed together and constitute the same instrument. Moreover, this Agreement may be signed by facsimile transmission or scanned/electronic transmission, which shall be as binding as if it were signed in the original.

8.13 Survival of Representations And Warranties. The representations and warranties of Transferor made herein shall survive the execution and delivery of this Agreement.

BOTH THE TRANSFEREE AND THE TRANSFEROR ACKNOWLEDGE AND AGREE THAT THEY HAVE EACH BEEN URGED TO REVIEW THIS AGREEMENT WITH INDEPENDENT COUNSEL BEFORE EXECUTING IT. EACH HEREBY MEMORIALIZES THAT THEY HAVE HAD THE OPPORTUNITY TO DO SO IF THEY SO CHOSE; HAVE ASKED ANY QUESTIONS THEY HAVE WITH RESPECT TO IT; HAVE REVIEWED IT FULLY AND COMPLETELY; AND BELIEVE IT IS IN THEIR RESPECTIVE BEST INTEREST TO ENTER INTO IT.

* * *

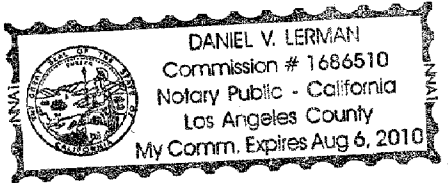
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Signatures Follow on Next Page

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

WITNESSED OR ATTESTED:

By: [Signature]
Bryan R. Rooney, individually



State of California
County of Los Angeles ss:
Sworn and Subscribed Before me by Bryan Rooney this 17th day of July
2008
A Notary Public of the State of California

Fit~Skin, LLC

By: [Signature]
Name: Bryan R. Rooney, CEO

[Signature]
Notary public

ACKNOWLEDGEMENT

On this the 17th day of July, 2008, in Los Angeles County of Los Angeles, before me came Bryan R. Rooney to me known, who being by me duly sworn, did depose and say that he is the Chief Executive Officer of Fit~Skin, LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of the company; that the seal was affixed to the foregoing instrument, and the execution of this Agreement was authorized by order of the Members; that he signed his name to the foregoing instrument by reason of the same order.

[Signature]
Kirk M. Porter, Secretary