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1102/2/11

1. Name of conveying party(ies)

Igor Pasternak

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

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

Execution Date(s) August 1, 2011

- 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: Worldwide Aeros Corporation

Internal Address: _____

Street Address: 1734 Gage Road

City: Montebello

State: California

Country: USA

Zip: 90640

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)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: David B. Sandelands, Esq.

Internal Address: Cislo & Thomas LLP

Street Address: 1333 2nd Street, Suite 500

City: Santa Monica

State: California Zip: 90401

Phone Number: (310) 451-0647

Fax Number: (310) 394-4477

Email Address: dsandelands@cislo.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 03-2030

Authorized User Name Cislo & Thomas LLP

9. Signature:

Signature

8/2/11

Date

David B. Sandelands, Esq., Assignee's Representative

Name of Person Signing

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

4

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PATENT
REEL: 026749 FRAME: 0065



PATENT ASSIGNMENT

This assignment made on the latest date below by the inventor Igor Pasternak, an individual citizen of the United States and a resident of the State of California ("Assignor"), to Worldwide Aeros Corporation, a Delaware corporation with offices in Montebello, California ("Assignee");

WHEREAS, Assignor has invented a new, original and useful invention entitled AEROSTRUCTURE FOR RIGID BODY AIRSHIPS ("the Invention"), for which a United States patent application is concurrently filed herein, and further identified by Cislo & Thomas' Docket No. 11-25272 ("the Patent Application");

WHEREAS, Assignor believes himself to be the original and first, inventor of the Invention disclosed and claimed in the Patent Application; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title, and interest in and to the Invention, the Patent Application, and any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue, foreign, or other application based on the Invention, in the United States and throughout the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, their entire right, title, and interest in and to the Invention and the Patent Application for the Invention in the United States and throughout the world, including the exclusive right to file any provisional, non-provisional, divisional, continuation, continuation-in-part, reissue, foreign, or other application based on the Invention directly in the name of Assignee and to claim any priority rights to which

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such applications are entitled under international conventions, treaties, or otherwise.

Further Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, he and his legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patent Application in the United States and throughout the world for the Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to the Invention, and the Patent Application concurrently filed herein, and any patents granted for the Invention in the United States and throughout the world.

Assignor represents and warrant that he has not granted and will not grant to others any rights inconsistent with the rights granted herein.

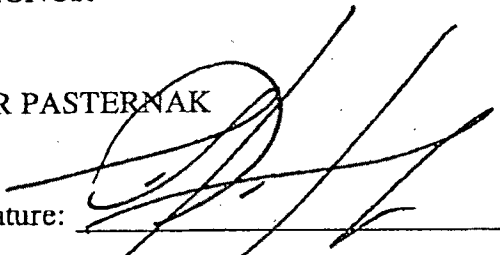
Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Patent granted for the Invention, whether on the Patent Application, or on any subsequently filed provisional, non-provisional, divisional, continuation, continuation-in-part, reissue, or other application, to Assignee, its successors and assigns, as the assignee of Assignor's entire interest in the Invention.

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IN WITNESS WHEREOF, Assignor has executed this Assignment on the date
set forth below.

ASSIGNOR

IGOR PASTERNAK

Signature: 

Signed at: Montebello, CA

Date: 8/1/11