

05-17-2002

Docket No.:

15643-800



Tab settings

To the Honorable Commissioner of Patents

102094212

attached original documents or copy thereof.

1. Name of conveying party(ies):

Material Technologies, Inc.

5-7-02

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **September 21, 2001**

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

Name: **Smartbridges, Inc.**

Internal Address:

Street Address: **233 N. Garrard**

City: **Rantoul** State: **IL** ZIP: **61866**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Illinois**
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

76/148,460

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: **Michael R. Graif, Esq.**

Internal Address: **Chadbourne & Parke LLP**

Street Address: **30 Rockefeller Plaza**

City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): \$ **40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1240

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
MAY -7 AM 8:02
FINANCE SECTION RECORDS

DO NOT USE THIS SPACE

05/16/2002 LNUELLER 00000339 031240 76148460

01 FC:401 40.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael R. Graif

Name of Person Signing

Michael R. Graif
Signature

May 7, 2002

Date

Total number of pages including cover sheet, attachments, and **4**

FROM CHADDORNE & PARKE

(FRI) 9:21'01 9:16/ST. 9:15/NO. 4862700905 P 2

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") dated September 21, 2001 by and between MATERIAL TECHNOLOGIES, INC., a corporation duly organized under and pursuant to the laws of Del. having an office at 11661 San Vicente Blvd - LA, CA - (hereinafter referred to as "the Assignor") and SMARTBRIDGES, INC., a corporation duly organized under and pursuant to the laws of the State of Illinois having an office at 233 N. Garrard, Rantoul IL 61856 (hereinafter referred to as "the Assignee").

WITNESSETH:

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to U.S. Trademark Application No. 76/148,460, and the common law rights thereto (the "Mark") together with all the goodwill associated with and symbolized by the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor has agreed to sell and has sold, assigned, transferred and set over and does hereby sell, assign, transfer, convey and set over unto the said Assignee and its successors and assigns, the entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, to be held and enjoyed by the Assignee, and its successors and assigns, for their own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, including,

NYT - 109219 01

FROM CHADCOURNE & FARKE

(FR) 9.21.01 9:16/ST. 9:15/NO 4862700905 P 5

without limitation, the right to pursue, maintain and renew the registration of all Mark, the right to recover for past infringement and to make application or institute suit therefor.

The Assignor hereby authorizes the Assignee to apply for and obtain the recordation of this Assignment. The Assignor agrees that it shall, without further consideration, promptly and duly cause to be performed such lawful acts and execution of any other documents as the Assignee may reasonably request in order for the Assignee to obtain the full benefit of this Assignment and to permit the Assignee to be duly recorded in each office, bureau and tribunal in the appropriate jurisdiction as the registered owner or proprietor of each of the rights hereby assigned. Such instruments and documents shall include, without limitation, affidavits, including affidavits of use, and other documents for filing in such jurisdictions as the Assignee may from time to time reasonably request.

The Assignor hereby represents and warrants that there are no rights and interests outstanding inconsistent with the rights and interests granted herein and that the Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent herewith.

AND it is further covenanted and agreed that Assignor will, at any time upon request, communicate to said Assignee, its successors, assigns or other legal representatives, any facts relating to said Mark and the history thereof known to said Assignor and testify as to the same in any legal proceeding when requested to do so, sign

FROM CHADBOURNE & PARKE

(F3:) 9 21'01 9:17/ST. 9:15/NO 4852700905 P 4

all lawful papers, execute all necessary assignment papers to cause any trademarks to be issued to Assignee, make all rightful oaths and generally do everything necessary or desirable to aid said Assignee, its successors and assigns, to obtain, perfect title in and enforce proper protection for said Mark in the United States and in any and all foreign countries.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed by its proper officer thereunto duly authorized, this 21st day of September, 2001.

Assignor:

MATERIAL TECHNOLOGIES, INC

By: 

Name: Robert Bernstein

Title: CEO

Date: September 21, 2001

WITNESS: _____