

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102460078

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-23-03 Unity Venture Capital Associates, Ltd. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Westech, Inc. Internal Address: Suite 39-B Street Address: 4350 Arville Street City: Las Vegas State: NV Zip: 89103 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Nevada [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: 3/27/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,100,653; 2,007,770; 2,525,424 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Steven A. Gibson, Esq. Internal Address: Third Floor Street Address: 400 South Fourth Street City: Las Vegas State: NV Zip: 89101

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$ 90.00 [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

05/29/2003 01 FC:0521 02 FC:0522

BYRNE 00000036 2100653 40.00 DP 50.00 DP

DO NOT USE THIS SPACE

9. Signature Bryce K. Earl, Esq. Name of Person Signing

[Signature] Signature

May 22, 2003 Date

Total number of pages including cover sheet, attachments, and document: 27

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment") is made effective as of March 27th, 2003 (the "Effective Date") by and between Unity Venture Capital Associates, Ltd., a New York corporation ("Unity") and Westech, Inc., a Nevada corporation ("Assignee", and together, the "Parties").

Recitals

A. Cool Zone Products & Promotions, Inc. ("CZPP") was the owner of the COOL ZONE marks as set forth in, at a minimum, the United States Patent and Trademark Office ("USPTO") mark registrations numbers 2,100,653 and 2,007,770 ("CZPP Marks"). CZPP was also the owner of that certain patent as set forth in USPTO patent registration 5,497,633 (and with CZPP Marks, "CZPP Intellectual Property").

B. On February 17, 1996, CZ, LLC ("CZ") acquired all of CZPP's assets, including, without limitation, all CZPP's right, title and interest in and to the CZPP Intellectual Property to CZ, LLC ("CZ") pursuant to those certain Assignments attached hereto and incorporated herein as Exhibit "A".

C. CZ was the assignee of that certain patent as set forth in USPTO patent registration 5,598,719 (and with CZPP Intellectual Property, "CZ Intellectual Property").

D. On June 5, 1997, CZ merged into Cool Zone, Inc. ("Cool Zone") with Cool Zone taking all title, rights and interest in and to the CZ Intellectual Property. A copy of the Certificate of Merger and the Plan of Merger filed with the Delaware Secretary of State is attached hereto and incorporated herein as Exhibit "B".

E. Cool Zone was the owner of the WORK ZONE mark as set forth in USPTO registration 2,525,424 and the COOL ZONE mark as set forth in Australian mark registration number 674350 (together, "Cool Zone Marks"). Cool Zone was also the owner of that certain patent as set forth in USPTO patent registration 6,003,326 (and with Cool Zone Marks and CZ Intellectual Property, "Cool Zone Intellectual Property").

F. On May 8, 1998, Cool Zone granted a security interest in and to the Cool Zone Intellectual Property in favor of Unity pursuant to that certain Security Agreement by and between Cool Zone and Unity dated May 8, 1998 to secure that certain Promissory Note by and between Cool Zone and Unity of the same date.

G. Cool Zone defaulted under the Promissory Note and after all cure periods terminated and adequate notice was given Unity conducted a public sale of the Cool Zone Intellectual Property on August 16, 1999 ("Public Sale"). At the Public Sale, Unity purchased all right, title and interest in and to the Cool Zone Intellectual Property. The Bill of Sale evidencing Unity's purchase of the Cool Zone Intellectual Property is attached hereto and incorporated herein by reference as Exhibit "C".

NOW THEREFORE, in consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, including, without limitation, the transfer of shares of stock in Assignee to Unity and to those parties designated by Unity as set forth in Exhibit "D" attached hereto and incorporated herein by reference and additional cash contributions to Assignee by Unity, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Definitions and Interpretations*

1.1. Certain terms used herein shall have the meaning ascribed to such terms as set forth in

Schedule 1.

1.2. All the defined terms as set forth in Schedule 1, if defined in the singular or present tense, shall also retain such general meaning if used in the plural or past tense, and if used in the plural or past tense, shall retain the general meaning if used in the singular or present tense.

2. *Assignment*

2.1. Unity hereby conveys, transfers and assigns to Assignee Unity's entire Right in, to and under the Relevant Property, including, without limitation, the right to sue and recover for any past and/or continuing infringements or Contract breaches, said Rights to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Unity if this conveyance, transfer and assignment had not been made.

2.2. Unity covenants, represents and warrants that: (a) all recitals set forth above are true, accurate and complete with respect to any prior ownership, conveyance, transfer or assignment of any right, title and interest in and to the Relevant Property, and (b) Unity has full right to convey, transfer and assign the entire Rights herein assigned. In addition to any and all rights and remedies available at law or equity, in the event that Unity is in breach or has breached the covenants, representations and warranties set forth in this Section 2.2, all of the shares of Assignee's common stock transferred to those parties as set forth in Exhibit "D" in consideration for the conveyance, transfer and assignment of the Relevant Property shall immediately be deemed to have been transferred back to Assignee without any further action by the Parties.

2.3. Unity shall execute any and all documents and do any such further acts that shall be required in order for Assignee to secure, perfect and obtain all Rights to the Relevant Property.

3. *Integration*

This Assignment represents the entire and only Contract by and between the Parties with respect to the conveyance, transfer and assignment of the Relevant Property. This Assignment supersedes all previous representations or Contracts between the Parties with respect to the conveyance, transfer and assignment of the Relevant Property and this Assignment cannot be modified except by a written instrument signed by the Parties. Each Party acknowledges and agrees that in executing this Assignment, such Party is not relying on any representation or promise whatsoever that is not contained herein and that any such representation or promise is acknowledged to be immaterial.

INTELLECTUAL PROPERTY
ASSIGNMENT

IN WITNESS WHEREOF, Unity hereby executes this Assignment on this 28th day of March, 2003.

Unity Venture Capital Associates, Ltd.:

Lawrence Burstein
By: LAWRENCE BURSTEIN
Its: President

STATE OF New York)
COUNTY OF New York)

Subscribed and sworn to before me this 28 day of March, 2003.

Raymond Amoroso III
Notary Public

My Commission Expires: 4/29/2006
SEAL

RAYMOND AMOROSO, III
Notary Public, State of New York
Registration #02AM6073914
Qualified In New York County
My Commission Expires April 29, 2006

Westech, Inc., a Nevada corporation

By: *[Signature]*
Its: President

STATE OF Nevada)
COUNTY OF Clark)

Subscribed and sworn to before me this 27 day of March, 2003.

Eila R. Boyd
Notary Public

My Commission Expires: Nov. 14, 03
SEAL

EILA R. BOYD
Notary Public, State of Nevada
Commission No. 99-25839-1
Expires Nov. 14, 2003

SCHEDULE 1

DEFINITIONS

“Content” shall mean all material, information, documents, matter, text, data, graphics, drawings, blue-prints, schematics, sketches, computer-generated displays and interfaces, images, photographs and works of whatsoever nature, including without limitation all compilations of the foregoing and all results of the expression of the foregoing (all of the foregoing whether in a format now known or hereinafter Developed).

“Contract Rights” shall mean all the Rights inuring to the benefit of the Unity with respect to or arising out of the Contracts entered into by or on behalf of Unity or Assignee at any time prior to, on or after the Effective Date with respect to the Subject Matter.

“Contracts” shall mean all agreements, contracts, understandings, undertakings, obligations, and other documents or matters where there is or was an agreement to be bound, whether oral, written, express or implied.

“Develop” shall mean develop, conceive, reduce to practice, create, or otherwise arise out of efforts in any manner whatsoever and through any means whether now known or hereafter developed.

“Development” shall mean the result of an act of Developing.

“Intellectual Property” shall mean all foreign, federal, state and common law trademarks, service marks, domain names, Internet path names and addresses of whatsoever nature, trade dress, copyrights, know-how, show-how, patents, creation, inventions (whether or not patentable), mask works, Software, proprietary data, strategic plans, financial data, trade secrets, confidential information, all other intangible Rights or assets whatsoever and all applications for registration (only to the extent and at the time such applications are assignable) and/or issuance with respect to all the foregoing and whether or not any of the foregoing is registerable or patentable, including, without limitation, with respect to all of the foregoing: (i) all goodwill associated therewith; (ii) all parents, continuations, continuations in part, divisionals, reissues and extensions associated therewith; and (iii) all moral rights associated with any and all of the foregoing.

“Marks” shall mean the marks COOL ZONE and WORK ZONE and any variants thereto, including, without limitation, as set forth in the USPTO mark registrations numbers 2,100,653; 2,007,770; and 2,525,424; and the Australian mark registration 674350.

“Media” shall mean print, document-based medium, television, facsimile, telex, telephony, radio, satellite, cable, wire, computer-based network, network, magnetic means, optical means, electronic means, Internet, intranet, compact and laser disc, digital video displays, video cassettes, and multi-media and any other method (now known or hereafter Developed) for the publication, retention, conveyance, possession or holding of Content.

“Patents” shall mean those inventions described in those certain registrations with the USPTO: 5,497,633; 5,598,719; and 6,003,326.

“Relevant Property” shall mean both the Unity Intellectual Property and Contract Rights, including, without limitation, all upgrades and modifications to Unity Intellectual Property which Unity may hereafter Develop.

INTELLECTUAL PROPERTY
ASSIGNMENT

“Rights” shall mean all right, title, license and interest owned, held, possessed, licensed or otherwise proprietary.

“Software” shall mean source code, object code, executable code, or other program or code format whatsoever, whether now known or hereinafter Developed.

“Subject Matter” shall mean the concepts, ideas, Developments and Content, concerning, relating to, embodying and/or otherwise arising out of (in existence as of the Effective Date and in perpetuity thereafter) concepts relating to evaporative air cooling units for domestic, industrial and commercial use, inflatable pavilions and clothing, produced, marketed, sold under or in connection with the Marks and/or encompassing, embodying, using or utilizing all or any portion of the Patents.

“Unity Intellectual Property” shall mean all Intellectual Property Right of Unity in and to the Subject Matter as of the Effective Date, including, without limitation, the Cool Zone Intellectual Property, the Patents and the Marks.

TRADEMARK
REEL: 002740 FRAME: 0668

INTELLECTUAL PROPERTY
ASSIGNMENT

Exhibit "A"

(see attached)

ASSIGNMENT

WHEREAS, Cool Zone Products and Promotions, Inc., a corporation of Delaware having an address 5754 Pacific Center Boulevard, Suite 201, San Diego, CA 92121, Michael Jones, an individual residing at 1440 N. Veterans #316, Los Angeles, CA 90025, and Mark Hensley, an individual residing at 125 Avocado Street, Leucadia, CA 92024 (all collectively "ASSIGNORS"), are the owners of certain inventions or improvements in evaporative cooling apparatus and collectively are owners of all right, title and interest in the following patent applications thereon:

US Patent Application No. 08/261,474, filed June 17, 1994 - Evaporative Cooling Unit, assigned of record to Cool Zone Products and Promotions, Inc., Reel 7294, Frame 0320 (attorney ref. 7815-1);

US Patent Application No. 08/562,361, filed November 22, 1995 - Portable Evaporative Cooling Unit (continuation in part of US SN 08/261,474), applicants: Michael Jones and Mark Hensley (attorney ref. 7815-1-1); and,

International Patent Application No. PCT/US95/07624, filed June 16, 1995 - Portable Evaporative Cooling Unit (priority of US SN 08/261,474), designated states: AM, AU, BB, BG, BR, BY, CA, CN, CZ, EE, FI, GE, HU, IS, JP, KG, KP, KR, KZ, LK, LR, LT, LV, MD, MG, MN, MX, NO, NZ, PL, RO, RU, SG, SI, SK, TJ, TM, TT, UA, UG, UZ, VN, EPO Patent (AT, BE, CH, DE, DK, ES, FR, GB, GR, IE, IT, LU, MC, NL, PT, SE), OAPI Patent (BF, BJ, CF, CG, CI, CM, GA, GN, ML, MR, NE, SN, TD, TG), ARIPO Patent (KE, MW, SD, SZ, UG), applicant: Cool Zone Products and Promotions, Inc. (attorney ref. 7815-1-2);

WHEREAS, CZ, LLC, a limited liability company organized under the laws of the State of New York and having an address 282 New York Avenue, Suite 100, Huntington, NY 11743 ("ASSIGNEE") has entered into an Agreement with ASSIGNORS under which ASSIGNORS will convey to CZ, LLC ownership of the foregoing inventions or improvements and patent applications for the United States and all other countries, and all rights appurtenant thereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW, THEREFORE, said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over, to said CZ, LLC, the entire right, title and interest in and to said inventions or improvements and said applications and any and all continuations, divisions, reexaminations, reissues, extensions, renewals and substitutes for said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and its

possessions and territories and in all other countries, the same to be held by CZ, LLC, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent and/or substitutes and the like respectively may be granted or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, sale and transfer not been made.

AND the undersigned ASSIGNORS each covenant that they have full right to convey the entire interest herein assigned, and that they have not executed and will not execute any agreement in conflict herewith, and further covenant and agree that they will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect or confirm the title to said inventions or improvements, said applications and said Letters Patent in CZ, LLC, its successors, assigns, nominees, or legal representatives, and agrees to communicate to CZ, LLC, or to its nominee, all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, extending, reissue or reexamination applications, to make all rightful oaths, and generally to do everything possible to aid said CZ, LLC and its successors, assigns, nominees and legal representatives to obtain and enforce for their own benefit proper patent protection for said inventions or improvements in the United States and its possessions and territories and in all other countries in which CZ, LLC shall choose in its discretion to proceed;

AND ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States and all such other countries to issue to CZ, LLC the entire right, title and interest, in and to any and all Letters Patent for said inventions or improvements, including any and all Letters Patent which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, ASSIGNORS have executed this Assignment and CZ, LLC has agreed thereto, intending to be legally bound, and intending that this instrument be recorded.

Cool Zone Products and Promotions, Inc.

by: [Signature] Date: 2/17/96
title: President/COO

ATTEST:

[Signature] Date: 2-17-96
Michael Jones

WITNESS: [Signature] [Signature] Date: 2-17-96
Mark Hensley

CZ, LLC

by: [Signature] Date: 2/17/96
title: Pres.

State of :
: ss.
County of :

Before me, the undersigned notary public in and for the state and county aforesaid, on this ____ day of February, 1996, personally appeared Michael Jones, to me personally known, and who having executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered for the purposes therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

NOTARY PUBLIC

State of :
: ss.
County of :

Before me, the undersigned notary public in and for the state and county aforesaid, on this ____ day of February, 1996, personally appeared Mark Hensley, to me personally known, and who having executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his free deed and act, signed, sealed and delivered for the purposes therein stated and intending to be legally bound thereby and intending that said instrument be recorded.

NOTARY PUBLIC

State of :
: ss.
County of :

Before me, the undersigned notary public in and for the state and county aforesaid, on this ____ day of February, 1996, personally appeared _____, known to me (or satisfactorily proven), who acknowledged himself to be _____ of Cool Zone Products and Promotions, Inc., a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation for the purposes set forth therein.

NOTARY PUBLIC

State of :
: ss.
County of :

Before me, the undersigned notary public in and for the state and county aforesaid, on this ____ day of February, 1996, personally appeared _____, known to me (or satisfactorily proven), who acknowledged himself to be _____ of CZ, LLC, a New York limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said limited liability company for the purposes set forth therein.

NOTARY PUBLIC

ASSIGNMENT

WHEREAS, Cool Zone Products and Promotions, Inc., a corporation of Delaware having an address 5754 Pacific Center Boulevard, Suite 201, San Diego, CA 92121, ("ASSIGNOR") is the owner of the trademark COOL ZONE and the goodwill of the business associated therewith, and further is the owner of the following applications for registration of said trademark:

US Trademark Application SN 74/656,476, filed April 5, 1995, COOL ZONE for Evaporative Cooling for commercial, industrial and domestic use (Class 11), attorney ref. 7815-2;

US Trademark Application SN 74/675,340, filed May 17, 1995, COOL ZONE for Clothing namely shirts, shorts, jackets, jogging suits, sweat bands, head wear and shoes (Class 15), attorney ref. 7815-3;

US Trademark Application SN 74/675,926, filed May 17, 1995, COOL ZONE (intent to use) for Sporting goods namely containers for and atomizing of water coolant (Class 28); Advertising and Business, namely rental of advertising space (Class 35); Construction and Repair, installation and repair of evaporative cooling units (Class 37); and Education and entertainment namely, providing facilities for recreational activities (Class 41)., attorney ref. 7815-8;

Argentina Trademark Application SN 2003131, filed October 6, 1995, COOL ZONE for Evaporative Cooling for commercial, industrial and domestic use (Class 11), priority of US SN 74/656,476, attorney ref. 7815-2-1;

Japan Trademark Application SN 102086, filed October 5, 1995, COOL ZONE for Heat exchangers, heating or air conditioning equipment, electrical heating or cooling equipment for household use (Class 11), priority of US SN 74/656,476, attorney ref. 7815-2-2;

Philippines Trademark Application filed on or about January 22, 1996, COOL ZONE for Evaporative cooling units for commercial, industrial and domestic use (Class 11), no Convention priority., attorney ref. 7815-2-3;

Germany Trademark Application SN 395 40 531.9, filed October 5, 1995, COOL ZONE for Cooling equipment (Class 11), priority of US SN 74/656,476, attorney ref. 7815-2-4;

Australia Trademark Application SN 674,350, filed October 5, 1995, COOL ZONE for Evaporative cooling units for commercial, industrial and domestic use (Class 11), priority of US SN 74/656,476, attorney ref. 7815-2-5;

WHEREAS, CZ, LLC, a limited liability company organized under the laws of the State of New York and having an address 282 New York Avenue, Suite 100, Huntington, NY 11743 ("ASSIGNEE") has entered into an Agreement with ASSIGNOR and with Michael Jones under which ASSIGNOR will convey to CZ, LLC ownership of the foregoing trademark and goodwill for the United States and all other countries, and the applications for registration and all rights appurtenant thereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;

NOW, THEREFORE, said ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, to said CZ, LLC, the entire right, title and interest in the trademark COOL ZONE, the goodwill of the business associated therewith and to said applications for registration.

ASSIGNOR covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith, and further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect or confirm the title to said trademark, goodwill and applications for registration in said CZ, LLC its successors, assigns, nominees, or legal representatives, and agrees to communicate to said CZ, LLC or to its nominee, all known facts respecting the trademark, to testify in any legal proceedings, to sign all lawful papers, to make all rightful oaths, and generally to do everything possible to aid CZ, LLC, its successors, assigns, nominees and legal representatives to protect and enforce the trademark and to perfect registration thereof in all countries in which said CZ, LLC elects in its discretion to proceed.

IN WITNESS WHEREOF, ASSIGNOR has executed this Assignment and CZ, LLC has agreed thereto, intending to be legally bound, and intending that this instrument be recorded.

Cool Zone Products and Promotions, Inc.

by: Michael Jones
title: President/CEO

Date: 2/17/96

ATTEST:

CZ, LLC

by: [Signature]
title: Pres.

Date: 2/17/96

State of :
: ss.
County of :

Before me, the undersigned notary public in and for the state and county aforesaid, on this ____ day of February, 1996, personally appeared _____, known to me (or satisfactorily proven), who acknowledged himself to be _____ of Cool Zone Products and Promotions, Inc., a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said corporation for the purposes set forth therein.

NOTARY PUBLIC

State of :
: ss.
County of :

Before me, the undersigned notary public in and for the state and county aforesaid, on this ____ day of February, 1996, personally appeared _____, known to me (or satisfactorily proven), who acknowledged himself to be _____ of CZ, LLC, a New York limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument on behalf of the said limited liability company for the purposes set forth therein.

NOTARY PUBLIC

INTELLECTUAL PROPERTY
ASSIGNMENT

Exhibit "B"

(see attached)

Delaware

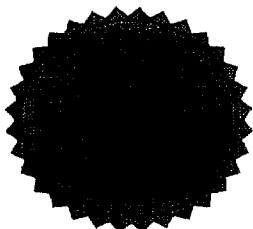
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CZ, LLC", A NEW YORK LIMITED LIABILITY COMPANY,
WITH AND INTO "COOL ZONE, INC." UNDER THE NAME OF "COOL ZONE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTH DAY OF JUNE, A.D. 1997, AT 4:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTH DAY OF JUNE, A.D. 1997.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2738944 8100M

AUTHENTICATION: 2232056

030042262

DATE: 01-29-03

TRADEMARK
REEL: 002740 FRAME: 0681

CERTIFICATE OF MERGER

MERGING

CZ, LLC
(a New York limited liability company)

INTO

COOL ZONE, INC.
(a Delaware corporation)

Pursuant to the provisions of Section 264 of the General Corporation Law of the State of Delaware, Cool Zone, Inc., a Delaware corporation, does hereby certify.

FIRST: That Cool Zone, Inc. (the "Surviving Corporation") is incorporated pursuant to the General Corporation Law of the State of Delaware and that CZ, LLC (the "Merging Entity") is organized pursuant to the New York Limited Liability Company Act

SECOND: That all of the voting members and the Board of Directors of the Merging Entity and the Surviving Corporation, respectively, duly approved, by unanimous written consents dated April 24, 1997, and May 21, 1997, respectively, the Plan of Merger attached hereto and determined to merge the Merging Entity into the Surviving Corporation on the conditions set forth in the Plan of Merger.

THIRD: That the Plan of Merger is on file at the principal place of business of the Surviving Corporation at 707 South Sierra, Suite 18, Solano Beach, CA 92075.

FOURTH: That a copy of the Plan of Merger will be furnished, at the cost of the Surviving Corporation, to the members of the Merging Entity upon their request.

FIFTH: That the Certificate of Incorporation of the Surviving Corporation shall be its Certificate of Incorporation.

SIXTH: That the effective date of the merger shall be June 5, 1997.

IN WITNESS WHEREOF, said surviving Corporation has caused its corporate seal to be affixed and this Certificate to be signed by its President and Secretary, this 22 of MAY 1997.

SURVIVING CORPORATION:

ATTEST

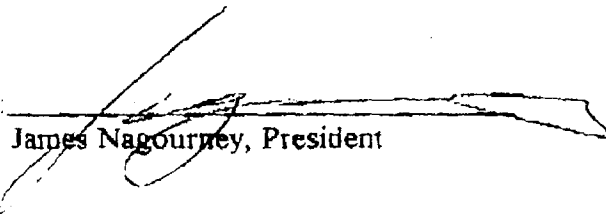
COOL ZONE, INC.

By:



Christopher Miehler, Secretary

By:



James Nagourney, President

PLAN OF MERGER

- A. The name of the Merging Entity is CZ, LLC, a New York limited liability company.
- B. The name of the Surviving Corporation is Cool Zone, Inc., a Delaware corporation.
- C. The manner and basis of converting the member interest of the Merging Entity and the stock or other securities or obligations of the Surviving Corporation, or the cash or other consideration to be paid or delivered upon surrender of the member interest of the Merging Entity is as follows:

1. Each share of the capital stock of the Surviving Corporation issued and outstanding on the effective date of the merger shall thereupon, without further action, remain one share of the capital stock of the Surviving Corporation, without issuance or exchange of new member interests or member certificates.

2. Because all outstanding member interests and all rights in respect thereof of the Merging Entity are owned by the Surviving Corporation, the member interests shall be cancelled forthwith on the effective date of the merger, and any certificates representing such interests shall be surrendered and cancelled.

D. Other provisions with regard to the merger are as follows:

1. The effective date of this merger shall be *June 5th*, 1997.

2. On the effective date, the Certificate of Incorporation of the Surviving Corporation, as it shall exist on such date, shall be and remain the Certificate of Incorporation of the Surviving Corporation until the same shall be

altered, amended or repealed as provided therein by law.

3. On the effective date, the bylaws of the Surviving Corporation as they exist on such date shall be and remain the bylaws of the Surviving Corporation until the same shall be altered, amended or repealed as therein provided.

4. On the effective date, the present directors of the Surviving Corporation shall be and remain the directors of the Surviving Corporation and shall hold office until their respective successors shall be elected and qualified.

5. On the effective date, the present officers of the Surviving Corporation shall be and remain the officers of the Surviving Corporation and shall hold office until their respective successors shall be elected and qualified.

6. On the effective date, the Surviving Corporation shall possess all the rights, privileges, immunities and franchises, of a public as well as a private nature, of the Merging Entity and the Surviving Corporation, and all property, real, personal and mixed, all debts due on whatever account, and all other choses in action, and all and every other interest, of or belonging to or due to the Merging Entity or the Surviving Corporation, shall betaken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed and the title to any real estate, or any interest therein, vested in either the Merging Entity or the Surviving Corporation shall not revert or be in any way impaired by the merger. Such transfer to and vesting in the Surviving Corporation shall be deemed to occur by operation of law, and no consent or approval of any other person shall be required in connection with any such transfer or vesting unless such consent or

approval is specifically required by express provision in a contract, agreement, decree, order or other instrument to which the Merging Entity or the Surviving Corporation is a party or by which it is bound.

7. If, at any time after the effective date, the Surviving Corporation shall consider or be advised that any instruments or further assurances are necessary or desirable in order to evidence the vesting in the Surviving Corporation of the title of the Merging Entity to any of its properties or rights, privileges, powers, franchise or immunities, then the last acting officers of the Merging Entity or the corresponding officers of the Surviving Corporation are hereby authorized to execute and acknowledge all such instruments of further assurance and to do such other acts or things in the name of the Merging Entity as may be requisite or desirable to carry out the intent and purposes of this Plan of Merger.

inc\merger.dcl



State of Delaware

SECRETARY OF STATE
DIVISION OF CORPORATIONS
P.O. BOX 898
DOVER, DELAWARE 19903

030042262

9362704

01-29-2003

SANTORO, DRIGGS, WALCH, KEARNEY, JOHNSON & THOMPSON
400 SOUTH FOURTH STREET
THIRD FLOOR
LAS VEGAS NV 89101
ATTN: KAREN WEST

DESCRIPTION	AMOUNT
COOL ZONE, INC. 2738944 8100 Certified Copy	
Certification Fee	20.00
Document Page Fee	5.00
FILING TOTAL	25.00
TOTAL PAYMENTS	25.00
SERVICE REQUEST BALANCE	.00

INTELLECTUAL PROPERTY
ASSIGNMENT

Exhibit "C"

(see attached)

BILL OF SALE AND ASSIGNMENT

Unity Venture Capital Associates LTD, a New York corporation ("Agent"), as agent for Cool Zone, Inc., a Delaware corporation ("Seller"), for good and valuable consideration paid by Unity Venture Capital Associates LTD, a New York corporation ("Buyer"), the sufficiency and receipt of which is hereby acknowledged by Seller, at that certain public sale held by Agent in accordance with and conforming to the requirements of the California Uniform Commercial Code and that certain Security Agreement between Seller and Buyer dated May 8, 1998, does hereby sell, assign, transfer and convey, on behalf of Seller, to Buyer, its successors and assigns, all of its intangible assets of Seller, including, without limitation those items listed on **Exhibit "A"** attached hereto and incorporated herein by reference, and (i) all goodwill associated therewith; (ii) all parents, continuations, continuations in part, divisional, reissues and extensions associated therewith; and (iii) all moral rights associated therewith (collectively, "Assets").

Agent hereby covenants, represents and warrants to Buyer, its successors and assigns, that (i) Agent has the authority to sell, assign, transfer and convey, on behalf of Seller, the Assets to Buyer and (ii) that the Assets are free and clear of any liens, security interests or other encumbrances, and Agent will warrant and defend against all lawful claims and demands whatsoever relating to the Assets.

Dated this 16th day of August, 1999.

Unity Venture Capital Associates, Ltd.

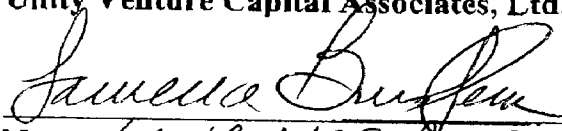

Name: LAWRENCE BURSTEIN
Title: President

EXHIBIT "A"

<u>MARK</u>	<u>REG NO.</u>	<u>GRANT DT.</u>	<u>APPLN. NO.</u>	<u>FILING DT.</u>
COOL ZONE	2,100,653	09/30/97	74/656,476	04/05/95
COOL ZONE	2,007,770	10/15/96	74/675,340	05/17/95
COOL ZONE & DESIGN	N/A	N/A	75/425,018	01/27/98
COOL ZONE	N/A	N/A	75/366,404	10/01/97
WORK ZONE	N/A	N/A	75/443,891	03/03/98

<u>PATENT NO.</u>	<u>GRANT DATE</u>	<u>TITLE</u>
5,497,633	March 12, 1996	EVAPORATIVE COOLING APPARATUS
5,598,719	February 4, 1997	EVAPORATIVE COOLING APPARATUS
60/055,211	August 4, 1997	FOGGING VENDING MA- CHINE