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PATENTS ONLY

File No.: S5250002

MRD 7-1-98

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

1. Name of conveying party(ies): Robert Andre Jefferies Gary Garth Seabrook Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Sealtek Fabrications Ltd. Street Address: 3593 River Road West City: Delta Province: British Columbia Country: Canada Postal Code: V4K 3N2 Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 15 June, 1998 and 2 July, 1998	

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4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: <u>15 June, 1998 and 2 July, 1998</u> A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	5. Name and address of party to whom correspondence concerning document should be mailed: Name: OYEN WIGGS GREEN & MUTALA Address: Suite 480 - The Station 601 West Cordova Street Vancouver, British Columbia CANADA V6B 1G1 Tel.: (604) 669-3432 Fax: (604) 681-4081	6. Total no. of applications and patents involved: [1] 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account Number: (Attach copy of this page if paying by deposit account)
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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. Blake R. Wiggs, Regn. No. 29,505 Name of Person Signing Signature 7 July, 1998 Date Total Number of pages including cover sheet, attachments, and document: [3]

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PATENT
REEL: 9310 FRAME: 0065

ASSIGNMENT

WHEREAS WE, Robert Andre Jefferies and Gary Garth Seabrook, (the "Assignors"), whose addresses are respectively 2061 Mountainview Avenue, Box 1119, Lumby, British Columbia, Canada V0E 2G0 and 5106 Cliff Drive, Delta, British Columbia, Canada V4M 2C3, are the inventors of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrently herewith and entitled:

SPROCKET WITH REPLACEABLE WEAR-ABSORBING INSERTS

AND WHEREAS, Sealtek Fabrications Ltd., a British Columbia, Canada company (the "Assignee") whose address is 3593 River Road West, Delta, British Columbia, Canada V4K 3N2, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, the Assignors, do hereby, both jointly and severally, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and any and all continuations, divisions, renewals of or substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and WE assign to and authorize the Assignee to file in our names applications for Letters Patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, re-issued or extended, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

AND WE hereby covenant that WE have full right to convey the entire interest herein assigned, and that WE have not executed and will not execute any agreement in conflict herewith, and WE further covenant and agree that WE will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and any official of any country or countries foreign to the United States of America whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at Vernon, British Columbia, Canada this 15th day of June, 1998.

Robert O. Blakely Esq.

BARRISTER & SOLICITOR
#102, 2802 - 30th St. - 549-1544
Vernon, B.C. • V1T 8G7

Robert Andre Jefferies

WITNESSED AS TO EXECUTION
ONLY; NO ADVICE SOUGHT
OR GIVEN

EXECUTED at Vernon, British Columbia, Canada this 2nd day of July, 1998.

Gary Garth Seabrook

NOTARIAL CERTIFICATES

On this 15th day of June, 1998, before me, personally appeared Robert Andre Jefferies, ~~known to me~~ to be one of the individuals who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

WITNESSED AS TO EXECUTION
ONLY; NO ADVICE SOUGHT
OR GIVEN

Robert O. Blakely Esq.

BARRISTER & SOLICITOR
#102, 2802 - 30th St - 549-1544
Vernon, B.C. • V1T 8G7

Notary Public in and for the Province of
British Columbia, Canada.

My Commission is for life.

On this 2nd day of July, 1998, before me, personally appeared Gary Garth Seabrook, known to me to be one of the individuals who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

Notary Public in and for the Province of
British Columbia, Canada.

My Commission is for life.

ARDEN MANNING

Barrister & Solicitor
5110 LADNER ROAD
DELTA, B.C. V4L 1G3

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OR GIVEN