F02001 +9000000 HUMAHRS 9000000 PATENT REEL 39551 FRAME: 0742

## **ASSIGNMENT**

WHEREAS I, <u>PAUL GORDON BRANSTON</u>, (hereinafter called the "Assignor"), of Unit #4 - 1118 Arbutus Street, Vancouver, British Columbia, V6J 3W5 Canada, am the inventor of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrently herewith and entitled:

## MANUALLY OPERABLE INTERNAL COMBUSTION-TYPE IMPACT TOOL WITH REDUCED RECYCLER STROKE

AND WHEREAS, <u>POW-R TOOLS CORPORATION</u>, a British Columbia, Canada corporation (hereinafter called the "Assignee") whose full post office address is, Unit #4 - 1118 Arbutus Street, Vancouver, British Columbia, V6J 3W5 Canada, 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, I, the Assignor, do hereby 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 I assign to and authorize the Assignee to file in my name 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, reissued or extended, as fully and entirely as the same would have been held and enjoyed by me, had this assignment, sale and transfer not been made;

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I 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

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improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND I 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 Vancouver, British Columbia this  $9^{th}$  day of October , 1998.

## **NOTARIAL CERTIFICATE**

day of October, 1998, before me, personally appeared PAUL GORDON BRANSTON, known to me to be the individual 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.

> GAVIN N. NEW MELTING Barrister & Solicitor 480 - 601 West Cordova St. WANCOUVER, B.C. V68 101 Telt: (804) 669-3432 Fax: (604) 681-4081

Notary Publican and for the

Province of British Columbia, Canada.

My Commission is for life.

## STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted:

**RECORDED: 10/28/1998** 

Pow-R Tools Corporation

(C/S)

By:

Title: PRSSIDENT

Date: 00.9/98