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U.S. Department of Commerce Patent and Trademark Office PATENT

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	RECORL	101330516 101330VER SHEET	•
	RECORE	PATENTS ONLY	
TO: The Comn	nissioner of Patents and Trademark	s: Please record the attached origin	al document(s) or copy(les).
Submission		Conveyance Type	
X New	•	X Assignment Securi	ty Agreement
Resubmit Documen	ssion (Non-Recordation) at ID#	License Change	e of Name
	n of PTO Error	Merger Other	
Reel #	Frame #	U.S. Govel (For Use ONLY by U.S. Go	mment Acercies)
Corrective Reel #	e Document Frame #	Departmental File	
Conveying F	Party(ies)	Mark if additional names of convey	ring parties attached Execution Date Month Day Year
Name (line 1)	Borealis Technical	Limited	03/27/2000
Name (line 2)	a Corporation of Gil	braltar	Execution Date
Second Party			Month Day Year
Name (line 1)			
Name (line 2)			
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Receiving P	arty	Mark if additional r	arnes of receiving parties attached
Receiving P	arty Borealis Chips Limi		If document to be recorded is an assignment and the receiving party is not
		ted	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment
Name (line 1)	Borealis Chips Limi	ted braltar	X If document to be recorded is an assignment and the receiving party is not domicilled in the United States, an appointment of a domestic representative is attached. (Designation must be a
Name (line 1)	Borealis Chips Limi a Corporation of Gi	ted braltar	X If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached.
Name (line 1) Name (line 2) Address (line 1)	Borealis Chips Limi a Corporation of Gi Suite 3 C, Centre P Horse Barrack Lane	ted braltar laza Gibraltar	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from
Name (line 1) Name (line 2) Address (line 1) Address (line 2) Address (line 3)	Borealis Chips Limi a Corporation of Gi Suite 3 C, Centre P Horse Barrack Lane	ted braltar laza Gibraltar Siate/County	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
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Name (line 1) Name (line 2) Address (line 1) Address (line 2) Address (line 3) Domestic Re	Borealis Chips Limi a Corporation of Gi Suite 3 C, Centre P Horse Barrack Lane City Epresentative Name and Ac Borealis Explorati 23545 NW Skyline B	ted braltar laza Gibraltar Sinta/County idress Enter for the first Received On Incorporated	If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)
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Public burden reporting for this collection of information is estimated to everage approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademerk Office, Chief Information Officer, Washington, D.C. 2023 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (9651-9027), Weshington, D.C. 20503. See ONB Information Collection Budget Package 0461-0027, Patent and Trademerk Assignment Practice. Do NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, PEAPENT

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FORM PTO-1619B Expires 08/30/99 OMB 0851-0027	Page 2	U.S. Department of Commerce Patent and Trademark Office PATENT					
Correspondent Name and Address	Area Code and Telephone N	umber 503-621-3286					
Name Borealis Explorat	ion Incorporated						
Address (line 1) 23545 NW Skyline	Blvd.						
Address (line 2) North Plains, OR	97133-9204						
Address (line 3)							
Address (line 4)							
Pages Enter the total number of pagincluding any attachments.	ges of the attached conveyand	e document #					
Application Number(s) or Patent Num		Mark if additional numbers attached					
Enter either the Patent Application Number or the P	atent Number (DO NOT ENTER BOTI						
Patent Application Number(s)		Patent Number(s)					
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08/350737 08/580282 08/	770674						
08/401038 08/568541 08/	843678						
If this document is being filed together with a <u>new</u> . Pater signed by the first named executing inventor.	nt Application, enter the date the pater	it application was Month Day Year					
Patent Cooperation Treaty (PCT)	PCT PCT	PCT					
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has not been assigned.							
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To the best of my knowledge and be attached copy is a true copy of the o indicated herein.	lief, the foregoing information riginal document. Charges to	is true and correct and any deposit account are authorized, as					
Rodney T. Cox, CEO/Chairman	Signature	. Date					
Name of Person Signing	Jighatule						

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FORM PTC Expires 06/30/99 OMB 0851-0027	-1619C REC	ORDATION FORM (CONTINUATIO PATENTS ON	N		U.S. Department of Commerce Patent and Trademark Office PATENT
Conveying	Party(ies) Conveying Parties	Mark if additional r	names of conveying pa	rties attache	d Execution Date Month Day Year
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•					of a domestic representative is attached. (Designation
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Address (line	0				Assignment.)
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Enter either	the Patent Application Numbe	r or the Patent Number (DO)	NOT ENTER BOTH nu	mbers for the	same property).
	Patent Application Num			Patent Nu	mber(s)
08/910683	09/045299	09/414291		<u></u>	
08/924910	09/093652				
08/955097	09/255291				
08/71548					
108/715482					

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/267,043, filed June 28, 1994, and entitled "METHOD OF OPERATING AN AC INDUCTION MOTOR VIA TOTAL SYNTHESIS OF STATOR MAGNETIC FILED STRUCTURE" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or shoilar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said, ASSIGNEE.

> agent sets its hand and seal: WHEREIN, the ASSIGNOR'S

IS TECHNICAL LIMITED BOR

By Rouney T. Cox

CEO/Chairman of the Board

Date: March 27, 2000

WITNESS

Louise MUJanicki Address: 33261 SW Rogers Way Scappoose

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ASSIGNMENT

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/350,737, filed December 7, 1994, and entitled "METHOD OF OPERATING AN AC INDUCTION MOTOR VIA INDEPENDENT SYNTHESIS OF AC CURRENT TO EACH STATOR WINDING" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27 MARCH 2000

BOREALS TECHNICAL LIMITED

By: Padney T

Rodney T. Cox CEO/Chairman of the Board

Date: March 27,2000

WITNESS

Address: 33261 SW Rogers Way
Scappiose OR 97056

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/401,038, filed March 7, 1995, and entitled "ELECTROSTATIC HEAT PUMP DEVICE AND METHOD" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted apon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27 March 2000

LIMITED BORE TECHNICA

By: Rodney T. Cox

CEO/Chairman of the Board

Date: March 27, 2000

WITNESS

source m Name: Louise M.

Address: 33261 SW ROARTS Way Scappose OR



WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/498,199, filed July 5, 1995, and entitled "METHOD AND APPARATUS FOR VACUUM DIODE HEAT PUMP" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27 MARCH 2000

BORHALIS TECHNICAL LIMITED

By: Redney T. Cox

CEO/Chairman of the Board

Date: March 272000

WITNESS

ame: Louise M. Janicki

Scappoose OR 97056

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/580,282, filed December 27, 1995, and entitled "METHOD AND APPARATUS FOR A VACUUM DIODE HEAT PUMP WITH THIN FILM ABLATED DIAMOND FIELD EMISSION" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27MAD UT LOW

BOREALIS TECHNICAL LIMITED

By: __(

Rodney T. Cox CEO/Chairman of the Board

Date: March 27,2000

WITNESS

By: Source m. Januaku
Name: Louise M. Januaku

Address: 33761 St.) Regers Lay Scapposse OR 97056

> PATENT REEL: 010711 FRAME: 0504

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WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/568,541, filed December 7, 1995, and entitled "HIGH PHASE ORDER CYCLOCONVERTING GENERATOR AND DRIVE MEANS" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR's agent sets its hand and seal:

Date: 27MARCH ZOW

BOREALIS TECHNICAL LIMITED

By: Rodney T. Cox

CEO/Chairman of the Board

Date: March 27, 2000

WITNESS .

Y: Louise M. Janicki Name: Louise M. Janicki Address: 33261 SW Regers Louis

Scappose OR 97056



WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/610,599, filed March 6, 1996, and entitled "METHOD AND APPARATUS FOR A VACUUM THERIONIC CONVERTER WITH THIN FILM COARBONACEOUS FIELD EMISSION" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 77MAR (4 2000

BOREALISTECHNICAL LIMITED

Rodney T. Cox

CEO/Chairman of the Board

Date: Warch 27 2000

WITNESS ,

Name Lause in January

Address: 33261 SU Rogers Way



WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/770,674, filed December 20, 1996, and entitled "METHOD AND APPARATUS THERMIONIC GENERATOR" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27 MARCH 2000

BOREANS TECHNICAL LIMITED

By:

Rodney F. Sox CEO/Chairman of the Board

Date: March 27,2000

ITNESS .

Name: Louise M. Janicki Address: 33261 Sw Rogers Wo

Scappoose, OR 97056



WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/843,678, filed April 10, 1997, and entitled "FORCE BALANCE MICROPHONE" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, ip any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

AD(1/2/27)

BORBALIS TECHNICAL LIMITED

Date: 2) MARCHECTO BORHALIS

By:

Rodney T. Cox CEO/Chairman of the Board

Date: March 27,2000

Name: Louise M. Janicki Address: 332.61 SW Regers Ligar

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/910,683, filed August 13, 1997, and entitled "METHOD FOR CLEANING THE ATMOSPHERE" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27MARCH 2000

BOREALIS TECHNICAL LIMITED

Ву: ___

Rodley T. Cox
CEO/Chairman of the Board

Date: Manch 21,2000

WITNESS

By: Louise M. An

Name: Louise M. Tonicki Address: 33261 Su Rogers W

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ASSIGNMENT

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/924,910, filed September 8, 1997, and entitled "THERMIONIC VACUUM DIODE DEVICES WITH PIEZOELECTRICALLY-POSITIONED ELECTRODES" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its land and sept:

Date: 27MARLY 2000

BOREALIS TECHNICAL LIMITED

By: CEO/Chairman of the Board

Date: Mannh 27 2000

WITNIESS

Name: Louise M. Janicki Address: 33261 Siv. Rogers Wa

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ASSIGNMENT

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/955,097, filed October 22, 1997, and entitled "LOW WORK FUNCTION ELECTRODE" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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WHEREIN, the ASSIGNOR'S agent sets its/hand and seal:/

Date: 27 MARCH ZWU

BOREALIS TECHNICAL LIMITED

By:

Rollney L. Cox / CEO/Chairman of the Board

Date: March 27, 2000

WITNESS

Louise M. Januali

Name: Louise MUTanicki Address: 33761 Sul Rogers Like

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PATENT REEL: 010711 FRAME: 0511

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WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 08/715,482, filed September 18, 1996, and entitled "POLY PHASE INDUCTION ELECTRICAL ROTATING MACHINE" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27MARCH ZOUZ)

BORRALIS TECHNICAL LIMITE

By: _

Rodney F. Cox CEO/Chairman of the Board

Date: March 27, 2000

WITNESS By: Louiso, m. Lanick

Name: Louise, M. Janicki Address: 33261 Sw. Rogers Way

Scappoose, OR 97056



WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 09/020,654, filed February 9, 1998, and entitled "METHOD FOR INCREASING OF TUNNELING THROUGH A POTENTIAL BARRIER" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets it's hand and seal:

Date: 27MARH 2011

BOREALIS DECHNICAL LIMITED

By: Rodney T. Cox

CEO/Chairman of the Board

Date: March 27, 2000

WITNESS

By: Kouise m. Agniele:
Name: Louise m. Janick:

Address: 33261 Sw Rogers Licy Scappose, OR 97056

PATENT

REEL: 010711 FRAME: 0513

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 09/045,299, filed March 20, 1998, and entitled "METHOD FOR MANUFACTURING LOW WORK FUNCTION SURFACES" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its mant and seal:

Date: 27 MARCH 2011

PECHNICAL LIMITE

By: Rodhey T. Cox CEC/Chairman of the Board

Date: March 27,200

WITNESS

JUISE M

Address: appoose



WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 09/093,652, filed June 8, 1998, and entitled "METHOD FOR FABRICATING METAL NANOSTRUCTURES" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27MAR (42000)

BOREALISTECHNICAL LIMITED

By: Rodney T. Cox
CEO/Chairman of the Board

Date: March 27, 2000

WITNESS .

ss focuse m. famichi ne: Louise M. Janicki

Address: 33261 SW Rogers Lucy Scappose OR 970576

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 09/255,291, filed February 22, 1999, and entitled "ROTATING INDUCTION APPARATUS" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

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And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27 MARCH 2000

BOREA TECHNICAL IMITED

By:

Rodney I. Gox CEO/Chairman of the Board

Date: march 27, 2000

Name: /

Address



WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 09/277,631, filed March 26, 1999, and entitled "METHOD OF DOING BUSINESS WHICH PROMOTES THE MARKET PENETRATION OF TECHNOLOGY HAVING OPERATIONAL COST ADVANTAGES" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27MAR CH 2000

BOREALIS TECHNICAL LIMITED

By: (] Rodney T. Cox

CEO/Chairman of the Board

Date: March 27 2000

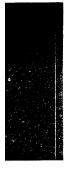
WITNESS .

By: Rouge M. Janicki Name: Louise M. Janicki

Address: 33261 SW Rogers Livy Schononse OR 970510

PATENT REEL: 010711 FRAME: 0517

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WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 09/298,255, filed April 22, 1999, and entitled "METHOD OF WINDING A ROTATING INDUCTION APARATUS" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S Agent sets its hand and seal:

Date: 2MAR LH 2000

BOREALIS TECHNICAL LIMITED

By: ____

Rodfley T. Cox
CEQ/Chairman of the Board

Date: Manch 27 2000

WITNESS

Acuso M. Aanicki.

Address: 33261 SW Rogers Way

PATENT REEL: 010711 FRAME: 0518

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ASSIGNMENT

WHEREAS, BOREALIS TECHNICAL LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNOR"), is the sole and exclusive owner, by assignment, of U.S. Serial No. 09/414,291, filed February 5 1998, and entitled "METHOD AND APPARATUS FOR A VACUUM THERIONIC CONVERTER WITH THIN FILM COARBONACEOUS FIELD EMISSION" (the "Application"); and

WHEREAS, BOREALIS CHIPS LIMITED, a corporation organized and existing under the laws of Gibraltar (the "ASSIGNEE"), is desirous of acquiring all interest in, to and under the Application and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant unto the ASSIGNEE, its successors, assigns and legal representatives, all right, title, and interest in and to the Application, including without limitation any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or said improvements, any and all Letters Patent of the United States which may be granted for the Application, and all right, title and interest in and throughout all foreign countries (i.e., countries other than the United States of America, including its territories and dependencies) in and to improvements to said Application and any foreign applications, including international, regional, and national applications, based: (1) in whole or in part on said Application; (2) in whole or in part on any other United States applications, including any provisional, divisional, continuation, continuation-in-part, renewal, substitute, reexamination, reissue, and improvements based in whole or in part on said Application or in whole or in part on said improvements; or (3) in whole or in part on said improvements; and in and to any and all Letters Patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements, or any parts thereof.

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the Application for foreign patents, such as for filing subdivisions of the Application or for obtaining any reissue or reissues of any Letters Patent which may be granted for the Application when reasonably requested by ASSIGNEE;

And the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or any other proper officer or agency of any other country to issue all the Letters Patent deriving from the Application and any and all letters patent (or similar registrations or documents acknowledging the grant of intellectual property rights) which may be granted upon said foreign applications, or upon said improvements, or any parts thereof, in any foreign country, when granted, to said ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: 27 MATCH ZOU

BOREALIS TECHNICAL LIMITED

By: _____

Rodney T. Cox CEO/Chairman of the Board

Date: March 17, 2000

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Agranda M. Agran

Address: 33261 SW Rogers Way

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PATENT
RECORDED: 03/28/2000 REEL: 010711 FRAME: 0519