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File No.: S518 0100

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

<p>1. Name of conveying party(ies):</p> <p>William Duncan Powrie Michel Facon Perry Lidster</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: The SunBlush Technologies Corporation</p> <p>Street Address: 90 Adelaide Street West 3rd Floor</p> <p>City: Toronto</p> <p>Province: Ontario</p> <p>Country: Canada</p> <p>Postal Code: M5H 3V9</p> <p>Additional name(s) and address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: May 10, 2000</p>	

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: May 9, 2000

<p>A. Patent Application No.(s)</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: OYEN WIGGS GREEN & MUTALA</p> <p>Address: Suite 480 - The Station 601 West Cordova Street Vancouver, British Columbia CANADA V6B 1G7</p> <p>Tel.: (604) 669-3432 Fax: (604) 681-4081</p>	<p>6. Total no. of applications and patents involved: [1]</p> <p>7. Total fee (37 CFR 3.41) \$ 40.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number:</p> <p>(Attach copy of this page if paying by deposit account)</p>
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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.

<p>Gerald O.S. Oyen Name of Person Signing</p>	<p>Signature</p>	<p>11 May, 2000 Date</p>
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Total Number of pages including cover sheet, attachments, and document: [4]

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ASSIGNMENT

WHEREAS WE, **William Duncan Powrie** 505 Ventura Court, North Vancouver, British Columbia, Canada, V7N 3G8, **Michel Falcon**, #105 - 2010 West 8th Avenue, Vancouver, British Columbia, Canada, V6J 1W5, and **Perry Lidster**, Unit 5, 46330 Mullins Road, Chilliwack, British Columbia, Canada, V2R 5N3, (hereinafter collectively called the "Assignors"), are the inventors of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrently herewith and entitled:

**FORMULATION AND PROCESS FOR PRODUCING
A UNIVERSAL FRUIT BASE FOR USE IN PREPARING
NON-SETTLING, CREAMY, SMOOTH, THICK FRUIT BEVERAGES**

AND WHEREAS. **The SunBlush Technologies Corporation** (hereinafter called the "Assignee") whose full post office address is 90 Adelaide Street West, 3rd Floor Toronto, Ontario, Canada, M5H 3V9, 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 Winnipeg, B.C. this 11 day of May, 2000.


William Duncan POWRIE

EXECUTED at Winnipeg, B.C. this 12 day of May, 2000.



Michel FACON

EXECUTED at Winnipeg, B.C. this 16 day of May, 2000.


Perry LIDSTER


WITNESS OR NOTARIAL CERTIFICATE

On this 10 day of May, 2000, I personally observed William Duncan POWRIE execute the foregoing instrument, and he acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Witness or Notary Public

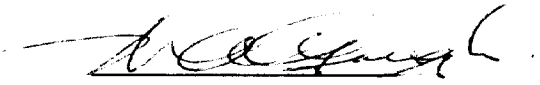
WITNESS OR NOTARIAL CERTIFICATE

On this 10 day of May, 2000, I personally observed Michel FACON execute the foregoing instrument, and he acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Witness or Notary Public

WITNESS OR NOTARIAL CERTIFICATE

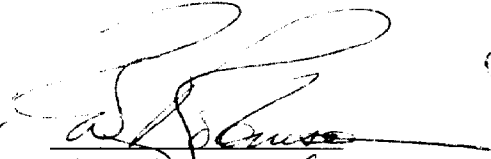
On this 10 day of May, 2000, I personally observed Perry LIDSTER execute the foregoing instrument, and he acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Witness or Notary Public

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted:

THE SUNBLUSH TECHNOLOGIES CORPORATION

By:  (C/S)
Title: Director
Date: May 10/00