

OMB No. 0(51-0011 (exp. 4/94) M&G- 10812.175US01 07-11-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies): Jonathan P. Thomas TCG International Inc. Keith A. Beveridge 4710 Kingsway, 28th Floor Paul S. Petersen Burnaby, B.C., Canada V5H 4M2 Jay L. Bickford Nature of conveyance: Assignment Merger Change of Name Security Agreement Other: Execution Date: April 18, 2000 - Jonathan P. Thomas, Keith A. Beveridge, and Jay L. Bickford April 17, 2000 - Paul S. Petersen 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: A. Patent Application No.(s) B. Patent No.(s) 09/536,675, filed March 28, 2000 Additional numbers attached?

Yes

No 5. Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved: 1 document should be mailed: 7. Total fee (37 CFR 3.41): \$40.00 Name: Steven C. Bruess Enclosed Address: Merchant & Gould P.C. Authorized to be charged to deposit account P.O. Box 2903 Minneapolis, MN 55402-0903 8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725 DO NOT USE THIS SPACE 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. Steven C. Bruess 2000 June Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 5 Do not detach this portion Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks **Box Assignments**

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/11/2000 ASCRIT 00000019 09536675 01 FC:581 40.00 QP

ASSIGNMENT

WHEREAS, we, Jonathan P. Thomas, residing at 301 Ramey Road, P.O. Box 55, Maple Lake, Minnesota 55358, Keith A. Beveridge, residing at 5312 Glengary Parkway, Edina, Minnesota 55436, Paul S. Petersen, residing at 3523 Arbor Lane, Minnetonka, Minnesota 55305 and Jay L. Bickford, residing at 4012 134th Circle, Savage, Minnesota 55378, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on March 28, 2000, which is entitled WINDSHIELD REPAIR APPARATUS, Attorney Docket No. 10812.175US01.

AND WHEREAS, TCG International Inc., a Canadian corporation having an office and place of business at 4710 Kingsway, 28th Floor, Burnaby, B.C., Canada V5H 4M2 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its

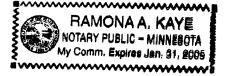
PATENT REEL: 010895 FRAME: 0667 successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16 day of
APRIL 2000.
Jonathan P. Thomas
TATE OF Minnesota) OUNTY OF Hennepin)
On this And day of And before me personally appeared Jonathan P.

On this Aday of April , before me personally appeared Jonathan P. Thomas to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

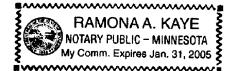


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IN TESTIMONY WHEREOF, I have hereunto set my hand 2000.	I this 18th day of
Mich A	· Was
Keith A. Beveridge	
STATE OF MINNESOLD) ss.	
On this 10th day of April , before me personal Beveridge to me known and known to me to be the person described in and	
instrument, and he duly acknowledged to me that he executed the same for	the uses and purposes therein
RAMONA A. KAYE NOTARY PUBLIC - MINNESOTA My Comm. Expires Jan. 31, 2005 Notary Public	akaye
IN TESTIMONY WHEREOF, I have hereunto set my hand where the set of	this 17 day of
Paul S. Petersen STATE OF <u>Henressta</u>) SOUNTY OF <u>bunepen</u>) STATE OF <u>francessta</u>)	
On this	ated the foregoing instrument,
and he duly acknowledged to me that he executed the same for the uses and	i purposes merem set form.
[SEAL] Solution Notary Public	4. Leading
	ELIZABETH A. REDDING



IN TESTIMONY APRIL , 2660	WHEREOF, I have hereunto set my hand this 182 day of
	Jay L. Bickford
STATE OF MINNESOLO)
STATE OF Minnesota COUNTY OF HENNEPIN)) ss.)
On this 18th day	y of April , before me personally appeared Jay L. Bickford
to me known and known to me to b	be the person described in and who executed the foregoing instrument,
and he duly acknowledged to me th	nat he executed the same for the uses and purposes therein set forth.
[SEAL]	Ramona diage



RECORDED: 06/12/2000

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