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RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

PATENTS ONLY PATENT AND TRADEMARK OFFICE

To the Honorable 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):

Mark Farrell
Hans J. Fischer

Name: MotoRoller Propulsion Company, Inc.

Internal Address: _

Additional name(s) of conveying party(ies) attached? Yes No

Street Address: 8409 5th Line

3. Nature of conveyance:

☒ Assignment
Security Agreement
Other _____

Merger
Change of Name

City: Georgetown State: Ontario, CANADA
Zip: L7G4S6

Execution Date:

Additional name(s) & address(es) attached? Yes ☒ No

4. Application number(s) or patent number(s): 06/118,855; 09/498,579; and PCT/IB00/00120.

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)

Additional numbers attached? Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Attn: IPT Docket Manager

Internal Address: Locke Liddell & Sapp LLP

Street Address: 600 Travis, Suite 3400

City: Houston State: TX Zip: 77002-3095

DO NOT USE THIS SPACE

6. Total number of applications and patents involved:.....

7. Total fee (37 C.F.R. 3.41)

☒ Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
12-1322(018103/00011)

(DO NOT attach duplicate copy of this page even if paying by deposit account)

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.

JOHN WILSON JONES
Name of Person Signing

Signature

June 7, 2000
Date

Total number of pages including cover sheet, attachments and document:

3

ASSIGNMENT

WHEREAS, we, MARK FARRELL and HANS J. FISCHER, are the inventors of

U.S. Provisional Patent Application Serial No. 60/118,855, filed February 5, 1999, entitled "Propulsion Device and Method of Use" for United States Letters Patent;

U.S. Patent Application Serial No. 09/498,579, filed February 4, 2000, entitled "Propulsion Device and Method of Use" for United States Letters Patent; and

PCT Application No. PCT/IB00/00120, filed February 5, 2000, entitled "Propulsion Device and Method of Use" for Patent Cooperation Treaty International Office.

WHEREAS, MotoRoller Propulsion Company, Inc. ("MotoRoller"), incorporated in Ontario, Canada, is desirous of acquiring the entire right, title and interest in and to the aforesaid inventions and all right, title and interest in, to and under any and all Patents issued in any country which is based upon or claims priority to any of the above-referenced patent applications;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by MotoRoller and for other good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over to MotoRoller all right, title and interest in and to the said inventions and said applications for Patents and any and all divisions, continuations, reexaminations and reissues thereof, and any and all Patents which are based upon or claim priority to any of the above-referenced patent applications for the use and benefit of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made.

And we hereby authorize and request the Patent Offices in which a patent is to be granted which is based on or claims priority to any of the above-referenced applications to issue any and all Patents as well as any and all divisions, continuations, reexaminations and reissues thereof, to MotoRoller as assignee of our entire interest, and hereby covenant that we have the 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 we further hereby covenant and agree that we will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said inventions and to such Patents as may be granted therefor, to MotoRoller, its successors, assigns, or other legal representatives and that if MotoRoller, its successors, assigns or other legal representatives shall desire to file any

divisional or continuation applications or to secure a reissue of such Patents, or to file a disclaimer relating thereto, we will upon request, sign all papers, make all rightful oaths and do all lawful acts requisite for the filing of such divisional or continuation application, or such application for reissue and the procuring thereof, and for the filing of such disclaimer, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

And we do further covenant and agree that we will, at any time upon request, communicate to MotoRoller, its successors, assigns or other legal representatives, such facts relating to said Inventions and Patents or the file history thereof as may be known to us, and testify as to the same in any interference or other litigation when requested so to do, without further compensation but at the expense of said assignee, its successors, or other legal representatives.

EXECUTED THIS 10 day of March, 2000.



Mark Farrell



Hans J. Fischer