

ASSIGNMENT

In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid to the undersigned BARBER INDUSTRIES, LTD. with an address of 1220, 605 - 5th Avenue S.W., Calgary, Alberta, Canada, T2P 3H5, the receipt of which is hereby acknowledged, the undersigned hereby sells, assigns and transfers to 662200 Alberta Ltd. with an address of 1220, 605 - 5th Avenue S.W., Calgary, Alberta, Canada, T2P 3H5, (hereinafter designated as the Assignee), the entire right, title and interest in and to the patent applications and patents set forth on the attached Appendix A and in and to any and all improvements which are disclosed in the applications or patents and all divisions, substitutes and continuations thereof, and all United States Letters Patents which may be issued thereon, and all foreign rights including all priority rights and benefits under all international conventions for the protection of industrial property, and all applications for patents including related rights such as utility model, inventor's certificates and the like heretofore or hereafter filed in the United States, Canada or any other foreign country, and all patents including extensions, renewals and reissues thereof granted in the United States, Canada or any other foreign country.

The undersigned agrees to execute all papers necessary in connection with the patent applications and patents set forth herein and any continuing, divisional or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agrees to execute all papers necessary in connection with any interference which may be declared concerning the patent application or continuation, division or reissue thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

The undersigned agrees to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agrees to perform all affirmative acts which may be necessary to obtain a grant of a valid United States or Canadian patent to the Assignee.

The undersigned hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States or Canada resulting from the United States or Canadian applications or any division or divisions or continuing or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute any agreement in conflict herewith.

The undersigned hereby grants John Russell Uren, Registration No. 27,530, who carries on business at Suite 202, 1590 Bellevue Avenue, West Vancouver, British Columbia, Canada, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States or Canadian Patent Offices for recordation of this document.

EXECUTED in Calgary, Alberta, Canada in the presence of the person indicated and being made effective the 31st day of January, 1996.

BARBER INDUSTRIES LTD.

[Handwritten signature]

Attest
JOHN RUSSELL UREN
Barrister & Solicitor
Patent and Trade Mark Agent
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By: *[Handwritten signature]*

Name: John Secrest
Title: President USPTO/ASSIGN/barber2

APPENDIX A

Canadian Patent Application Serial No. 2,039,535
CUSHION CONNECTOR

United States Patent 5,224,898
CUSHION CONNECTOR