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To the Honorable Commissioner of Patents

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and original documents or copy thereof.

<p>1. Name of conveying party(ies) Jeffery Robert Fear James Ernest Hayward</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other _____</p> <p>Execution Date: <u>June 23, 26 & 27, 2000</u></p>	<p>2. Name and address of receiving party(ies): Name: <u>Egan Visual Inc.</u> Internal Address: <u>300 Hanlan Road, Woodbridge, Ontario, Canada, L4L 3P6</u></p> <p>Additional names/addresses attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<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: _____</p> <p>A. Patent No.(s) <u>414,350, 408,929 & 410,807</u></p>	<p>B. Patent No.(s) Additional numbers attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Philip Mendes da Costa</u> Internal Address: <u>c/o Bereskin & Parr</u> Street Address: <u>Box 401, 40 King Street West</u> City: <u>Toronto</u> State: <u>Ontario</u> ZIP: <u>M5H 3Y2</u> Country: <u>Canada</u></p>	<p>6. Total number of applications and patents involved: 3</p> <p>7. Total fee (37 CFR 3.41) \$<u>120.00</u> <input checked="" type="checkbox"/> Enclosed <u>CHECK # 3369</u> <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>02-2095</u> *</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.

Philip Mendes da Costa, Regn. 33,106
Name of Person Signing
BP File #7532-50/PMdC

Signature

Date

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PATENT
REEL: 011278 FRAME: 0182

Schedule A

United States Design Applications

<u>Name</u>	<u>Serial No.</u>	<u>Registration No.</u>
Desk	29/082,511	414,350
Panel	29/082,506	408,929
Side Panels for Furniture	29/082,510	410,807

THIS ASSIGNMENT AGREEMENT is made as of the 4th day of May, 2000

B E T W E E N:

JEFFERY ROBERT FEAR, Suite 201, 3961 S. Sepulveda Boulevard, Culver City,
California, U.S.A., 90230-4600

and

JAMES ERNEST HAYWARD, 100 West Street, Sutton, Ontario, Canada,

(hereinafter individually and collectively referred to as the "Assignor")

- and -

EGAN VISUAL INC., 300 Hanlan Road, Woodbridge, Ontario, Canada, L4L 3P6

(hereinafter referred to as the "Egan Visual")

WHEREAS, concurrently herewith, the Assignors have entered into an agreement to assign the designs set out in Schedule A hereto and the trade marks set out in Schedule B hereto to Egan Visual;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by each of the parties hereto, it is agreed as follows:

1. The Assignors, hereby sell and assign to EGAN VISUAL, as assignee, all their right, title and interest for Canada, the United States of America and all other countries in and to the registered and pending design applications set out in Schedule A hereto, and in and to the designs described in the said registered and pending design applications, and in and to any divisions, continuations, continuations-in-part, extensions of, and supplementary disclosures thereto, and in and to any patents or registrations that may be granted for said designs, and in and to any additions or modifications thereto. Egan Visual accepts such assignment.

2. The Assignors, hereby sell and assign to Egan Visual, its successors and assigns, the whole right, title and interest for Canada and the United States in and to the trade marks set out in Schedule B, together with the goodwill of any and all business carried on in association with said trade marks, the same to be held by Egan Visual as fully and effectually as they would have been held by the Assignors, had this assignment and sale not been made. Egan Visual accepts such assignment.

3. The Assignors agree that they will, without further consideration, do all such things and execute all such documents as may be necessary or desirable to obtain and maintain patents or other registrations for said designs, and any additions or modifications thereto, in any and all countries and to vest title in any of the designs or trade marks referred to in Schedules A and B in Egan Visual, its successors, assigns and legal representatives or nominees.

4. The Assignors authorize and empower Egan Visual, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for said designs, or for additions or modifications thereto, filed by it, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from the Assignors.

5. The Assignors hereby authorize and request the Commissioner of Patents and Trademarks to issue any Design Letters Patent to issue from an application referred to in Schedule A hereto to Egan Visual, the assignee of our right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors, had this assignment and sale not been made.

6. The Assignors represent and warrant to Egan Visual that:

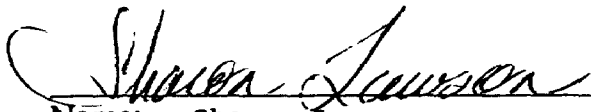
- (a) they are the owners of the trade marks and designs set out in Schedules A and B hereto and that they have not pledged, mortgaged or otherwise encumbered the trade marks and designs set out in Schedules A and B and that they have the right to enter into this Agreement; and,
- (b) subsequent to the date of this Agreement, they will not use, sell or otherwise deal in the trade marks and designs set out in Schedules A and B hereto.

7. This Agreement shall be construed and governed in accordance with the laws of the Province of Ontario, Canada. Ontario shall be the appropriate forum for resolving any disputes relating to this Agreement and the parties hereby irrevocably attorn to the jurisdiction of the Courts of Ontario, Canada.

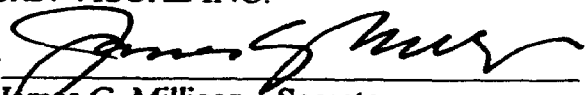
8. This Agreement is being signed contemporaneously with an agreement between the parties of even date, a specimen copy of which is attached as Schedule C (the Schedule C Agreement) and is to be read and interpreted in conjunction with the Schedule C Agreement.

9. This Agreement may be executed in counterparts and all such counterparts shall for all purposes constitute one agreement, binding on the parties hereto, provided each party hereto has executed at least one counterpart, and each shall be deemed to be an original, notwithstanding that all parties are not signatory to the same counterpart.

Executed this 27th day of June, 2000 at Hamilton, Ontario.


 Name: Sharon Lawson
 Address: 19 Cameron Avenue North
 Hamilton, Ontario
 L8H 4Y9

EGAN VISUAL INC.

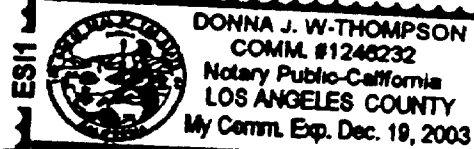
By 
 James G. Milligan - Secretary
 I have authority to bind the Corporation.

Executed this 26 day of June, 2000 at Culver City, California, U.S.A.

WITNESS:

[Signature]
Name: 3605 Victoria Ave
Address: LA CA 90016

[Signature]
James Robert Fear



Executed this 23 day of June, 2000 at Sutton, Ontario, Canada.

WITNESS:

[Signature]
Name:
Address: **FAHEY & REEDER**
P.O. Box 487
100 High Street
Sutton West, Ont. L0E 1R0

[Signature]
James Ernest Hayward