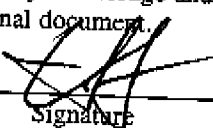


**RECORDATION FORM COVER SHEET
PATENTS ONLY**

File No.: W390 0001

1. Name(s) of conveying party(ies): DYNAIRE INDUSTRIES LTD. Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Thomas William Wiley Street Address: 8071 Jones Road City: Richmond Province: British Columbia Country: Canada Postal Code: V6Y 1L5 Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____ Execution Date: 15 January 2003			
4. Application number(s) or patent number(s): If this is filed with a new application, the application's execution date is: _____ Patent Application Serial No.(s): _____ Patent No.(s): 6,371,689 Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Oyen Wiggs Green & Mutala Attention: Hilton W.C. Sue Address: Suite 480—The Station 601 West Cordova Street Vancouver, British Columbia CANADA V6B 1G1 Tel.: (604) 669-3432 Fax: (604) 681-4081		6. Total no. of applications and patents involved: [1] 7. Total fee (37 CFR §1.21(h)) \$ <u>40.00</u> 8. Deposit Account Number: 02-1037 (File two signed copies if paying by deposit account)	
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. <u>Hilton W.C. Sue, Reg No. 51,325</u> Name of Person Signing  Signature <u>17 January 2003</u> Date Total Number of pages including cover sheet, attachments, and document: [3]			

W390 0001
HWCS/hs**ASSIGNMENT**

WHEREAS the undersigned, **DYNAIRE INDUSTRIES LTD.**, ("Assignor"), a British Columbia company whose full post office address is Suite 200, 2088 No. 5 Road, Richmond, British Columbia, Canada, V6X 2X8, is the owner of United States Patent No. 6,371,689 issued 16 April 2002 and entitled:

**METHOD OF AND APPARATUS FOR
HEATING A ROAD SURFACE FOR REPAVING**

AND WHEREAS, **THOMAS WILLIAM WILEY**, (the "Assignee"), the inventor of the inventions and/or improvements described and claimed in said patent, whose full post office address is 8071 Jones Road, Richmond, British Columbia, Canada, V6Y 1L5, is desirous of re-acquiring the entire right, title and interest in and to the said inventions and/or improvements, and in and to the said U.S. Patent No. 6,371,689, and in, to and under all letters patent which may be granted on or as a result thereof in all countries;

NOW THEREFORE, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in, and to the said inventions and/or improvements, and in, to and under said patent itself, and any reissue or reissues of said patent; and the Assignor assigns to and authorizes the Assignee to file in its name applications for letters patent for said inventions or improvements in all countries, the same to be held and enjoyed by the Assignee, his successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said letters patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor, had this assignment, sale and transfer not been made;

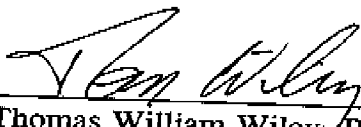
AND the Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith, and the Assignor further covenants and agrees that it will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions and/or improvements and said patent, in the Assignee, his successors, assigns, nominees or legal representatives, and the Assignor agrees to communicate to the Assignee, or his nominees, all known facts respecting said inventions and/or improvements and said patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers, to make all rightful oaths, and generally to do everything possible to aid the Assignee, his successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions and/or improvements in all countries, all at the expense, however, of the Assignee or his successors, assigns, nominees or legal representatives;

AND the Assignor hereby authorizes and requests 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 and to record information relating thereto, to record this Assignment with respect to said patent.

EXECUTED at Vancouver, British Columbia, Canada this 15th day of January, 2003.


DYNAIRE INDUSTRIES LTD.

By:


Thomas William Wiley, President

NOTARIAL CERTIFICATE

On this 15th day of January, 2003, before me, personally appeared Thomas William Wiley, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

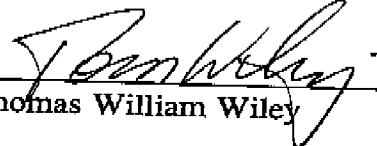

Notary Public in and for the Province of
British Columbia, Canada.
My Commission is for life.

HILTON W.C. SUE
Barrister & Solicitor

400 - 601 West Cordova St.
VANCOUVER, B.C. V6B 1G1
Tel: (604) 687-3482 Fax: (604) 687-4881

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted by the Assignee:


Thomas William Wiley