



A3460005  
TWB/tb**CONFIRMATION OF ASSIGNMENT**

WHEREAS **AMP COMPANY, INC.**, a New York corporation ("Assignor"), with offices c/o Graf Repetti & Co., LLP, 1114 Avenue of the Americas, New York, New York 10036 has previously acquired all rights, title and interest in various inventions, improvements, Letters Patent and patent applications particularized in the attached Schedule "A" (the "Intellectual Property") relating to a device invented by Dr. William T. Porody for facilitating movement into and out of a seat;

AND WHEREAS, **AVENUE INNOVATIONS INC.**, ("Assignee") of 1834 Oak Bay Avenue, Victoria, British Columbia, V8R 1C2, has acquired from the Assignor, by assignment, the entire right, title and interest in and to the said Intellectual Property by way of a Bill of Sale and Assignment dated 9 September 2002;

AND WHEREAS it is desired, by this Memorandum, to confirm the assignment aforesaid, and to provide evidence thereof for recordation in such Patent Offices as may be expedient;

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, hereby confirms that it has and does hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said Intellectual Property including all inventions, improvements, Letters Patent and patent applications embodied therein or relating thereto, and all continuations, divisions, renewals of or substitutes for said applications, and in, to and under all Letters Patent which have been or may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and the Assignor hereby 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, its 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 the 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 or improvements, said applications

and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and the Assignor agrees to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said Intellectual Property including said inventions or improvements in all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND the Assignor hereby authorizes and requests the Commissioners of Patents of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid to issue to the Assignee, as assignee of the entire right, title and interest, all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the applications aforesaid and to record the transfer of all previously issued Letters Patents for said inventions or improvements, in accordance with the terms of this Assignment.

EXECUTED at New York, New York this 8 day of ~~December~~ <sup>January</sup>, 2003. *MM*

AMP COMPANY, INC.

*[Signature]*  
By: Peter Graf  
Title: authorized signatory

NOTARIAL CERTIFICATE

On this 8 day of ~~December~~ <sup>January</sup>, 2003, before me, personally appeared Peter Graf, 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.

LORRANE PASTOR  
Notary Public, State of New York  
No. 41-4618273  
Qualified in Queens County  
Commission Expires March 30, 2003

Notary Public, State of New York  
Commission Expires Mar. 30, 2003

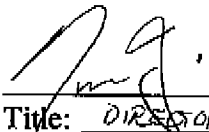
*[Signature]*

**STATEMENT OF ACCEPTANCE**

The foregoing Assignment is hereby accepted by the Assignee:

(C/S)

**AVENUE INNOVATIONS INC.**

By:  (TOM BAZIN)  
Title: DIRECTOR AND VICE PRESIDENT  
Date: JAN 10, 2003

## SCHEDULE "A" - INTELLECTUAL PROPERTY

Country/Jurisdiction	Filing Date	Serial No.	Issue/Publication Date	Patent No.	Title
United States	17 December 1999	09/466,252	22 January 2002	6340189	UNIVERSAL DEVICE FOR FACILITATING MOVEMENT INTO AND OUT OF A SEAT
Patent Cooperation Treaty	15 December 2000	PCT/US00/33982	21 June 2001	N/A	UNIVERSAL DEVICE FOR FACILITATING MOVEMENT INTO AND OUT OF A SEAT
United States	13 October 2000	29/131,128	N/A	N/A	UNIVERSAL DEVICE FOR FACILITATING MOVEMENT INTO AND OUT OF A SEAT
Taiwan	15 January 2001	TW20010891271 09	11 December 2001	148758	UNIVERSAL DEVICE FOR FACILITATING MOVEMENT INTO AND OUT OF A SEAT