FORM PTO-1595 RE	01-22-2003	SHEET	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
			raterit and Trademark Office	
Docket No. 490352-18			· 44 (FE 4) - 1 SECTION 41 - 1	
To the Hon. Commissioner of Patents & Trademarks: P.	102343243	of.		
Name of conveying party:	2.	Name and address of receiv	ing party	
SHEARPRESS SALES INC.	16.03	ARIEL FINANCING LTD. 1321 Johnston Road White Rock, British Columbi	a C	
Additional name of conveying party attached? Yes <u>X</u> No		CANADA V4B 3Z3  Additional name(s) and address(es) attached	OFFICE OF PUBLIC RECORDS  ZID) JAN 16 AM 11: 09  FINANCE SECTION  **	
3. Nature of conveyance:			Yes XNO AN CE OF PE	
X Assignment Merger			0E 8E	
Security Agreement Change of Name				
Other			IN RECORD  M II: 09  ECTION	
Execution Date: October 24, 2002			<u> </u>	
4. Application number(s) or patent numbers:				
If this document is being filed together with	a new application, the execu	tion date of the application is	:	
A. Patent Application No. 10/045,957	_	B. Patent No.(s)		
Additional numbers attached? Yes X No				
<ol><li>Name and address party to whom correspon document should be mailed:</li></ol>	dence concerning 6.	Total number of application patents involved:	s and <u>1</u>	
Name <u>Douglas N. Larson, Esq.</u> Oppenheimer Wolff & Donnelly LLP				
Internal Address: <u>Suite 3800</u>				
Street Address 2029 Century Park East				
City: <u>Los Angeles</u> State <u>CA_</u> ZIP_90067				
	7.	Total fee (37 CFR 3.41)	<u>\$ 40.00</u>	
		Enclosed		
		X Authorized to be cha	rged to deposit account	
	8.	Deposit Account number:	agos to doposit account	
		16 2220		
	DO NOT USE THIS	16-2230 SPACE		
9. Statement and signature.				
To the best of my knowledge and belief, the document.	foregoing information is true	and correct and any attache	d copy is a true copy of the original	
Devel W.	Daylosh	7_	January 10, 2002	
Douglas N. Larson  Name of Person Signing	Signature		January 10, 2003 Date	
Total number of pages including cover sheet	, attachments, and documen	t: 3		
/22/2003 ECOOPER 00000055 162230 M19045957me	nts to be recorded with requi	red cover sheet information t	0:	
/22/2003 ECOOPER 0000055 16230 MEM 5557 ments to be recorded with required cover sheet information to:  FC:8021 40.00 CH Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231				
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LA: 332112 v01 01/10/2003

REEL: 013667 FRAME: 0444

## ASSIGNMENT

WHEREAS, SHEARPRESS SALES INC. (hereinafter "SHEARPRESS") is a corporation organized and existing under the laws of the Province of British Columbia, having a place of business at 1321 Johnston Road, White Rock, British Columbia, Canada V4B 3Z3;

WHEREAS, SHEARPRESS acquired from John Christian Tolkamp (hereinafter "Tolkamp") of 18906 60B Avenue, Surrey, British Columbia, Canada V3S 8A4 and from Einar Edwardson Hilton (hereinafter "Hilton") of 14230 Rio Place, Surrey, British Columbia, Canada V3S 0L2, by way of a written assignment executed by Tolkamp on April 2, 2002 and executed by Hilton on April 4, 2002, all of the right, title and interest world-wide in and to the invention entitled APPARATUS AND METHOD FOR OVERCOMING ANGULAR DEVIATIONS IN A WORKPIECE, the specification of which was filed with the United States Patent and Trademark Office on October 26, 2001, and assigned U.S. Patent Application Serial No. 10/045,957, and the specification of which was also filed with the Canadian Patent Office on October 26, 2001, and assigned Canadian Patent Application No. 2,360,301 (collectively, hereinafter the "Invention");

WHEREAS, SHEARPRESS has changed its name to 408843 B.C. LTD. and changed its place of business to Suite 402 – 7337 137<sup>th</sup> Street, Surrey, British Columbia, Canada V3W 1A4 (collectively hereinafter the "ASSIGNOR");

WHEREAS, ARIEL FINANCING LTD. (hereinafter "ASSIGNEE") is a corporation organized and existing under the laws of the Province of British Columbia, having a place of business at 1321 Johnston Road, White Rock, British Columbia, Canada V4B 3Z3;

AND WHEREAS, ASSIGNOR has agreed to sell, assign, and transfer all of its right, title, and interest in and to the Invention to ASSIGNEE;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, the ASSIGNOR's entire right, title and interest world-wide in and to the Invention and all patent rights in respect of the Invention, including, without limiting the foregoing, all patent applications for the Invention, any and all continuations, divisions, renewals and substitutions of such applications, all priority rights associated with any of the Invention under any international conventions (including the *Paris Convention for the Protection of Industrial Property*), all letters patent which may hereafter be granted on any of same in Canada, the United States of America or any other country or region, all reissues of such letters patent, and all right to sue for past infringement arising in connection with any of the Invention, such applications or the letters patent.

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And for the above-named considerations, ASSIGNOR hereby agrees to promptly assist with, execute and deliver all applications, declarations, verifications, responses, submissions, assignments and such further documents, and to provide such other acts and assistance to enable ASSIGNEE or any nominee of ASSIGNEE to apply for, acquire, prosecute applications for, perfect, protect, maintain and enforce any and all right, title and interest in and to the Invention and said letters patent in any and all countries.

And for the above-named considerations, ASSIGNOR authorizes and empowers ASSIGNEE, its successors and assigns, to apply for and obtain, in its or their own names, letters patent for the Invention before competent International Authorities including the World Intellectual Property Organization and in any and all foreign countries in which applications for letters patent can be so made or letters patent so obtained.

IN WITNESS WHEREOF the ASSIGNOR has caused this assignment to be duly executed.

408843 B.C. LTD. (formerly SHEARPRESS SALES INC.)

<u></u>	Roles	il	tor
(Autho	rized Si	anat	omal

Dated: 0005ER 24, 2002

(Authorized Signatory)

Name: Einar Edwardson Hilton

Title: President

Place of Signature: 5-AREY (city/town), British Columbia, Canada

## STATEMENT OF WITNESS

On this 24th day of 247 350. , 2002, before me, personally appeared Einar Edwardson Hilton, President of 408843 B.C. LTD. (formerly SHEARPRESS SALES INC.), known to me to be the individual who executed the foregoing instrument.

Witness Signature

Witness Address:

9251 ARROWS MITH OR.

RICHMOND BC

V7A 425

LEO NICOLAAS Type or Print Name

**RECORDED: 01/16/2003** 

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