

01-28-2003



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102349271

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1-22-03

1. Total number of pages including cover sheet, attachments and document: 11

2. Name of Conveying Party(ies) and Execution Date(s) of Document(s) Check here if additional name(s) attached

Name(s): (1) Marc Poirier, (2) John Kitchen, (3) Mark Ingram, (4) Ted Bay, (5) Andrew Jackson,
(6) Kyle Krushelniski, (7) Philip Leduc, (8) Troy Lucyshyn, (9) Bradley Pauli and (10) Andrew Rauert
Execution Date(s): (1) 1/7/03; (2) 1/13/03; (3) 12/17/02; (4) 12/17/02; (5) 12/17/02; (6) 12/17/02;
(7) 12/17/02; (8) 12/17/02; (9) 12/17/02; (10) 12/17/02

3. Name and address of receiving party Check here if additional name(s) & address(es) are attached

Name Pacific Regeneration Technologies Inc.
Address 3820 Snowdon Road
City Cambell River State/Country British Columbia Zip V8W 2G5

4. Nature of Conveyance

Assignment Merger Security Agreement Name Change Other:

5. Total number of applications and patents involved: 1

6. Total Fee Enclosed (37 C.F.R. § 3.41): \$40.00

7. Check here if any deficiency/overpayment is authorized to be charged to deposit account 02-4550

8. Enter either the Execution date (of the Declaration and Power of Attorney), Application Number, or the Patent Number. Do not enter more than one number for the same patent.

A. This document is being filed with a new application. Execution date is: _____
B. Patent Application No.(s) or Patent No.(s): 10/245,262
 Check here if additional numbers are attached

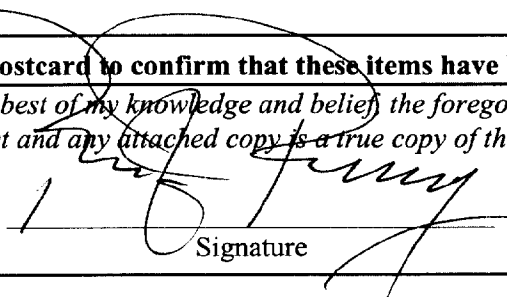
9. Correspondent's name, address, and telephone number

Richard J. Polley, Esq.
Klarquist Sparkman, LLP
One World Trade Center, Suite 1600
121 S.W. Salmon Street
Portland, Oregon 97204-2988
Telephone: 503-226-7391

10. Please return the attached postcard to confirm that these items have been received.

11. 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.*

Richard J. Polley
Name of Person Signing


Signature

January 17, 2003
Date

ASSIGNMENT

WHEREAS WE, Marc Poirier, John Kitchen, Mark Ingram, Ted Bay, Andrew Jackson, Kyle Krushelniski, Philip Leduc, Troy Lucyshyn, Bradley Pauli, and Andrew Rauert (hereinafter collectively called the "Assignors"), whose full post office addresses are

Marc Poirier 111 Engles Road
Campbell River, BC, V9H 1J8, Canada

John Kitchen 1002 - 1485 West 6th Avenue
Vancouver, BC, V6H 4E9, Canada

Mark Ingram 323 Peters Cove
Saskatoon, SK, S7N 4T5, Canada

Ted Bay P.O. Box 2055
Humbolt, SK, S0K 2A0, Canada

Andrew Jackson P.O. Box 2028
Humbolt, SK, S0K 2A0, Canada

Kyle Krushelniski 853 Kingsmere Boulevard
Saskatoon, SK, S7K 4C4, Canada

Philip Leduc P.O. Box 1024
Humbolt, SK, S0K 2A0, Canada

Troy Lucyshyn P.O. Box 961
Humbolt, SK, S0K 2A0, Canada

Bradley Pauli P.O. Box 2066
 Humbolt, SK, S0K 2A0, Canada

Andrew Rauert P.O. Box 65
 St. Gregor, SK, S0K 3X0, Canada,

are the inventors of certain inventions or improvements described and claimed in the application for United States Letters Patent executed concurrently herewith and entitled:

United States Patent Application serial no. 10/244,902

Filed: 16 September 2002

Entitled:

DRILL/INJECTOR COMBINATION FOR PLUG FERTILIZATION AT LIFT

AND WHEREAS, Pacific Regeneration Technologies Inc., (hereinafter called the "Assignee) whose full post office address is 3820 Snowdon Road, Campbell River, BC, V8W 2G5, is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries;


NOW THEREFORE, in consideration of the sum of ONE HUNDRED (\$100.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, the Assignors, do hereby, both jointly and severally, sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said application, and any and all continuations, divisions, renewals of or substitutes for said application, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and WE assign to and authorize the Assignee to file in our names 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 us, had this assignment, sale and transfer not been made;

AND WE hereby covenant that WE have full right to convey the entire interest herein assigned, and that WE have not executed and will not execute any agreement in conflict herewith, and WE further covenant and agree that WE 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 application and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said application 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 inventions or improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request 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 on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Assignment.

EXECUTED at Campbell River this 08⁰⁷ day of January, 2003



MARC POIRIER
BCOL #7018405



NOTARIAL CERTIFICATE

On this 7th day of January, 2003, before me, personally appeared Marc Poirier, known to me to be one of the individuals 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.



D'Arcy J. Frankland
Notary Public
440-10th Avenue
Campbell River, B.C.
V9W 4E2

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

EXECUTED at Vancouver, British Columbia this 13th day of
January, 2002^{3/4}

John Kitchen

NOTARIAL CERTIFICATE

On this 13 day of January, 2003, before me, personally appeared John Kitchen, known to me to be one of the individuals 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.

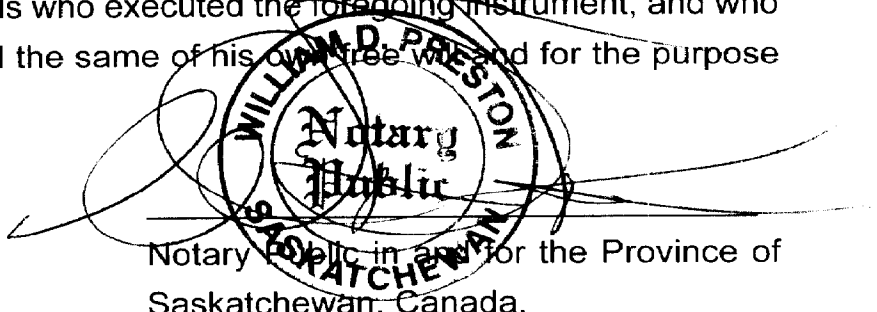
ANNE MCGUCKIN
BARRISTER & SOLICITOR
DAVIS & COMPANY
2800 - 666 Burrard Street
Vancouver, B.C. V6C 2Z7

EXECUTED at Saskatoon, Saskatchewan this 17 day of December, 2002.

Mark Ingram
Mark Ingram

NOTARIAL CERTIFICATE

On this 17 day of December, 2002, before me, personally appeared Mark Ingram, known to me to be one of the individuals 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 Saskatchewan, Canada.

My Commission is for life.


EXECUTED at Saskatoon, Sask this 17 day of Dec., 2002.

Ted Bay
Ted Bay

NOTARIAL CERTIFICATE


On this 17 day of December, 2002, before me, personally appeared Ted Bay, known to me to be one of the individuals 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.


WILLIAM D. PRESTON
Notary Public
SASKATCHEWAN


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

EXECUTED at Saskatoon, Saskatchewan this 17 day of
December, 2002.


Andrew Jackson

NOTARIAL CERTIFICATE

On this 17 day of December, 2002, before me, personally appeared Andrew Jackson, known to me to be one of the individuals 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.


WILLIAM D. PRESTON
Notary Public
SASKATCHEWAN

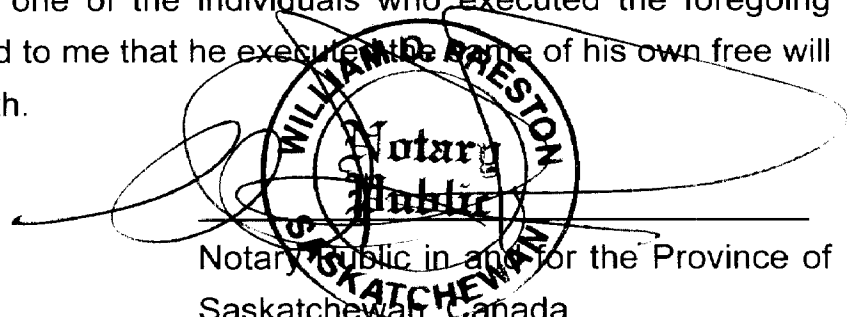
Notary Public in and for the Province of
Saskatchewan, Canada.
My Commission is for life.

EXECUTED at Saskatoon, Saskatchewan this 17 day of December, 2002.



Kyle Krushelniski

NOTARIAL CERTIFICATE

On this 17 day of December, 2002, before me, personally appeared Kyle Krushelniski, known to me to be one of the individuals 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 Saskatchewan, Canada.
My Commission is for life.


EXECUTED at Saskatoon, Saskatchewan this 17 day of December, 2002.


Philip Leduc


NOTARIAL CERTIFICATE

On this 17 day of December, 2002, before me, personally appeared Philip Leduc, known to me to be one of the individuals 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.



WILLIAM D. PRESTON
Notary Public
SASKATCHEWAN
Notary Public in and for the Province of Saskatchewan, Canada.
My Commission is for life.

EXECUTED at Saskatoon, Saskatchewan this 17 day of December, 2002.


Troy Lucyshyn

NOTARIAL CERTIFICATE

On this 17 day of December, 2002, before me, personally appeared Troy Lucyshyn, known to me to be one of the individuals 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.


WILLIAM D. PRESTON
Notary Public
SASKATCHEWAN
Notary Public in and for the Province of Saskatchewan, Canada.
My Commission is for life.

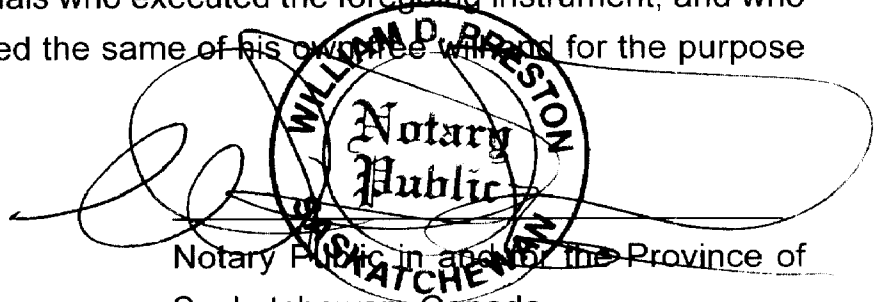
EXECUTED at Saskatoon, Sask this 17 day of Dec, 2002.



Bradley Pauli

NOTARIAL CERTIFICATE

On this 17 day of December, 2002, before me, personally appeared Bradley Pauli, known to me to be one of the individuals 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 Saskatchewan, Canada.

My Commission is for life.

EXECUTED at Saskatoon, Sask this 17 day of December, 2002.




Andrew Rauert

NOTARIAL CERTIFICATE

On this 17 day of December, 2002, before me, personally appeared Andrew Rauert, known to me to be one of the individuals 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.



WILLIAM D. PRESTON
 Notary Public
 Notary Public in and for the Province of
 Saskatchewan, Canada.
 My Commission is for life.
SASKATCHEWAN

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted:

Pacific Regeneration Technologies Inc.

(C/S)

By: 
 Title: President & CEO

Date: January 13, 2003
 M

KLARQUIST SPARKMAN, LLP
One World Trade Center, Suite 1600
121 S.W. Salmon Street
Portland, Oregon 97204

RECORDED: 01/22/2003

PATENT
REEL: 013686 | FRAME: 0922