


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): JAMES B. KLASSEN Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: <u>OUTLAND TECHNOLOGIES (USA) INC.</u> Internal Address: _____ _____ Street Address: <u>315B - 19TH STREET</u> _____ City: <u>CALGARY</u> State: <u>AB</u> Zip: <u>T2E 6J7</u> Additional name(s) & address(es) 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: _____					
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: _____ A. Patent Application No.(s) <u>10/059,849</u> <u>10/059,560 09/924,374 09/757,126</u> B. Patent No.(s) _____ 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: <u>Michael F. Hughes</u> Internal Address: _____ _____ Street Address: _____ <u>4164 Meridian Street, Suite 302</u> City: <u>Bellingham</u> State: <u>WA</u> Zip: <u>98226-5583</u>		6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>08-3260</u>			
DO NOT USE THIS SPACE					
9. Signature. Elizabeth F. Kovacs _____ Name of Person Signing  _____ Signature August 6, 2003 _____ Date Total number of pages including cover sheet, attachments, and documents: <u>1</u>					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$115.00 083260 10059849

ASSIGNMENT

WHEREAS I, James B. Klassen (hereinafter referred to as "ASSIGNOR"), have made a new and useful invention relating to **MANUFACTURING CONVERGING SURFACES METHOD AND APPARATUS'** for which invention ASSIGNOR has executed a patent application, which application has been identified as Serial No. 10/059,849, filed in the U.S. Patent and Trademark Office on 01/29/2002.

WHEREAS Outland Technologies (USA), Inc. (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 315B 19th St NE, Calgary, AB T2E 6J7, Canada, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, non-provisional, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the U.S. Patent and Trademark Office to issue said Letters Patent to said ASSIGNEE.

ASSIGNOR also agrees that this Assignment includes ASSIGNOR'S Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNOR further agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNOR further agrees that he will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and

documents relating to said invention, said application or any continuation, divisional, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNOR will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at _____, this 31st day of May, 2003.


James B. Klassen, Inventor

ASSIGNMENT

WHEREAS I, James B. Klassen (hereinafter referred to as "ASSIGNOR"), have made a new and useful invention relating to **'MINIMUM CONTACT SEAL POSITIVE DISPLACEMENT DEVICE METHOD AND APPARATUS'** for which invention ASSIGNOR has executed a patent application, which application has been identified as Serial No. 10/059,560, filed in the U.S. Patent and Trademark Office on 01/29/2002.

WHEREAS Outland Technologies (USA), Inc. (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 315B 19th St NE, Calgary, AB T2E 6J7, Canada, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, non-provisional, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the U.S. Patent and Trademark Office to issue said Letters Patent to said ASSIGNEE.

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Executed at _____, this 31st day of May, 2003.


James B. Klassen, Inventor

ASSIGNMENT

WHEREAS I, James B. Klassen (hereinafter referred to as "ASSIGNOR"), have made a new and useful invention relating to "**Positive Displacement Flow Meter**" for which invention ASSIGNOR has executed a patent application, which application has been identified as Serial No. 09/924,374, filed in the U.S. Patent and Trademark Office on 08/08/01.

WHEREAS Outland Technologies (USA), Inc. (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 315B 19th St NE, Calgary, AB T2E 6J7, Canada, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, non-provisional, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the U.S. Patent and Trademark Office to issue said Letters Patent to said ASSIGNEE.

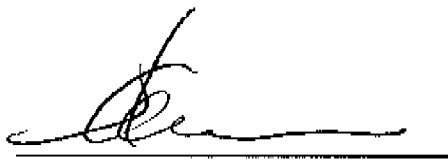
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divisional, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNOR will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Lynden, WA, this 7th day of July, 2003,
2003.


James B. Klassen, Inventor

ASSIGNMENT

WHEREAS I, James B. Klassen (hereinafter referred to as "ASSIGNOR"), have made a new and useful invention relating to **"Balanced Rotors Positive Displacement Engine and Pump Method and Apparatus"** for which invention ASSIGNOR has executed a patent application, which application has been identified as Serial No. 09/757,126, filed in the U.S. Patent and Trademark Office on 01/08/01.

WHEREAS Outland Technologies (USA), Inc. (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 315B 19th St NE, Calgary, AB T2E 6J7, Canada, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, non-provisional, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the U.S. Patent and Trademark Office to issue said Letters Patent to said ASSIGNEE.


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Executed at Lynden, WA, this 7th day of July, ^{2003^{with}} ~~2003~~,
2003.


James B. Klassen, Inventor