

08-26-2003



Atty. Docket No.: 3918-0106P

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CIP
MAR 04 2003
PATENT & TRADEMARK OFFICE

102533775
RECORDATION FORM COVER SHEET

RG

3-4-03 To the Honorable Commissioner of Patents and Trademarks:
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
CITIZEN SAVER RESEARCH INC.
Additional name(s) of conveying party(ies) attached?
 YES NO

AUG 20 2003
SCAR
PATENT & TRADEMARK OFFICE

2. Name and address of receiving party(ies)
Name: BUSINESS DEVELOPMENT BANK OF CANADA
City: Mississauga State: Ontario
Country: Canada
Additional name(s) & address(es) attached? YES NO

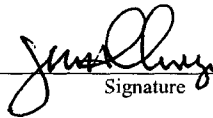
3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Execution Date: February 3, 2003

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).
B. Patent No.(s).
6,363,631
Additional numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: BIRCH, STEWART, KOLASCH & BIRCH, LLP
Street Address: P.O. BOX 747
City: FALLS CHURCH State: VA ZIP: 22040-0747
Country: USA

6. Total No. of applications/patents involved: one (1)
7. Total fee (37 C.F.R. § 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account, if no fee attached.
8. Deposit account number: 02-2448
(Attach triplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
James W. Hellwege, #28,808
Name of Person Signing/Reg. No.  Signature
MAR 04 2003
Date

Total number of pages including cover sheet, attachments, and document: eight (8)

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JWH/sh
(Rev.12/31/2002)



**Business Development Bank of Canada
Banque de développement du Canada**

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT dated February 3, 2003.

BETWEEN:

CITIZEN SAVER RESEARCH INC.
(the "Assignor")

AND:

BUSINESS DEVELOPMENT BANK OF CANADA having a branch office at
Mississauga
(the "Bank")

WHEREAS:

- A.** The Assignor has, is or is about to become indebted to the Bank (the "Loan") pursuant to an Offer of Financing or Commitment Letter dated December 19, 2002. (the "Commitment Letter");
- B.** The Assignor has agreed to grant or has granted to the Bank security for the Loan, pursuant to the Commitment Letter, including *inter alia*, a security interest in all of its present and after acquired personal property pursuant to a General Security Agreement (the "GSA");
- C.** The Assignor is the exclusive owner of the whole right, title and interest of letters patent or applications for letters patent in Canada and elsewhere, as more particularly described in Schedule "A" hereto (the "Patent") and the Assignor has the exclusive, uninhibited right to sell, transfer, use and assign the Patent;
- D.** As additional security for the Loan, the Assignor has agreed to specifically assign to the Bank, at the option of the Bank and effective upon the occurrence of an event of default under the Commitment Letter or in the event the Assignor is deemed to be in default under the GSA, all of the Assignor's right, title and interest in and to the Patent;

THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

- 1. The preamble hereto forms an integral part hereof.
- 2. Upon an event of default occurring under the Commitment Letter or if the Assignor is in default under the GSA and upon the exercise by the Bank of its option to cause this Assignment to become effective, the Assignor does hereby transfer and assign to the Bank all of its right, title

and interest in and to the Patent, together with any reissue, continuation or other extension of the Patent, the invention claimed therein and all proceeds derived from the Patent, including without limitation, royalties, license fees, and all rights and claims of action that may exist by reason of the infringement of the Patent, the same to be held and enjoyed by the Bank to the full end of the term for which the Patent is granted, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made.

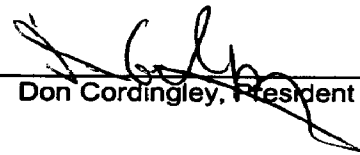
3. This Assignment shall take effect upon the Bank notifying the Assignor that it is in default under the Commitment Letter or the GSA and that the Bank intends to exercise its option to cause this Assignment to become effective.
4. The Assignor shall do all things and execute and deliver all documents (including all assignments, affidavits, and other instruments, in a form suitable for filing with all patent offices where the Patent is registered and recorded) as may be requested by the Bank from time to time and at any time, in order to give effect to this Assignment or to perfect or record the Bank's interest in the Patent or to maintain the registration or recording of the Patent.
5. The Assignor represents and warrants as follows:
 - (a) the Assignor has sole, full and clear title to the Patent in Canada and in all other jurisdictions represented by the Assignor to the Bank;
 - (b) the Assignor has not assigned or licensed the Patent to any other entity (except as disclosed in Schedule "B" hereto and except for licences to use the Patent granted to customers in the ordinary course of business) and is duly authorized and has the right to grant this Assignment to the Bank;
 - (c) all registrations and recordings of the Patent are valid and subsisting and in full force and effect as of the date of this Assignment;
 - (d) the Patent has not lapsed, been abandoned or dedicated to the public, nor to the best of the knowledge of the Assignor, has the Patent been infringed by any other person;
 - (e) as of the date of this Assignment, neither the Assignor nor any of its subsidiaries has any patent registered or recorded in or subject to pending applications for registration or recording in Canada, the United States or elsewhere, other than those described in the Schedule hereto; and
 - (f) the Assignor has no knowledge of any third party claims to the Patent.
6. The Assignor hereby irrevocably appoints the Bank or its agent, as the case may be, with full power of substitution, to be the attorney of the Assignor for and in the name of the Assignor, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances, consents, acts, matters or things with the right to use the name of the Assignor whenever or wherever it may be necessary or expedient. It is hereby intended that the said power of attorney shall continue in the event of the subsequent legal incapacity of the Assignor, if an individual.
7. Any notice hereunder shall be in writing and shall be effectively given by the Bank by personal delivery or by mailing such notice by prepaid post to the Assignor at the address set out above, or at such other address as may be given in writing by the Assignor to the Bank. Delivery by fax transmission is deemed to be personal service and is deemed to be received on the next business day following transmission. Delivery by prepaid mail is deemed to be received three business days after mailing.

8. This Assignment shall be binding upon the Assignor and its heirs, executors, administrators successors and permitted assigns and it shall enure to the benefit of the Bank and its successors and assigns.
9. This Assignment shall be governed by and construed in accordance with the laws of the province in which the branch of the Bank is located as described on page 1.

IN WITNESS WHEREOF the Assignor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

(Witness)

CITIZEN SAVER RESEARCH INC.
(Assignor)

Per: 

Don Cordingley, President

SCHEDULE "A"
DETAILED DESCRIPTION OF PATENTS

REGISTERED OWNER: See attached three (3) pages

DESCRIPTION OR ILLUSTRATION OF PATENT:

REGISTRATION PARTICULARS (PLACE, DATE, PATENT NUMBER):

OTHER RELEVANT DESCRIPTIVE INFORMATION:

ASSIGNMENT

I, DONALD GEORGE CORDINGLEY whose full post office address is 570 Davis Drive, Uxbridge, Ontario, Canada, L9P 1R1, in consideration of the sum of \$2.00 and other good and valuable consideration the receipt of which is hereby acknowledged do hereby sell and assign to CITIZEN SAVER RESEARCH INC. whose full post office address is 570 Davis Drive, Uxbridge, Ontario, Canada, L9P 1R1 all my right, title and interest in the United States of America in and to my invention entitled LATERAL PLOUGH as fully described and claimed in my United States Patent no. 6,363,631 issued on April 2, 2002 and all my right, title and interest in Canada in and to my invention entitled LATERAL PLOUGH as fully described and claimed in my application for a Canadian patent no. 2,341,310 filed in the Canadian Intellectual Property Office on March 20, 2001 and to all my corresponding right, title and interest in and to any Canadian patents which may issue therefor.

Signed at

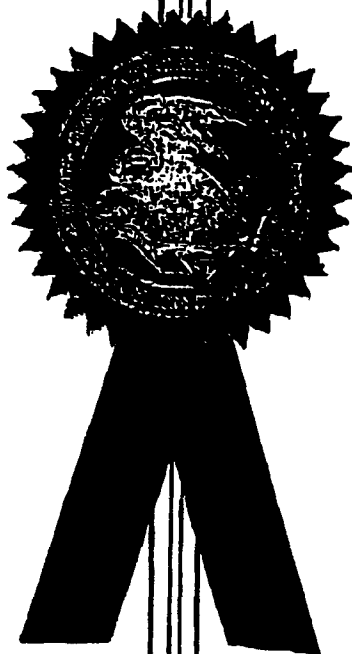
this day of January, 2003

Witness

Donald George Cordingley

Postnet	Date	# of pages
Fax No. R7873	1.13.03	2
To	LARRY CUTLER	
Fax	905-510-2193	
From	ROSE TINK	
Phone	905-510-7673	

The
United
States
of
America



The Director of the United States Patent and Trademark Office

Has received an application for a patent for a new and useful invention. The title and description of the invention are enclosed. The requirements of law have been complied with, and it has been determined that a patent on the invention shall be granted under the law.

Therefore, this

United States Patent

Grants to the person(s) having title to this patent the right to exclude others from making, using, offering for sale, or selling the invention throughout the United States of America or importing the invention into the United States of America for the term set forth below, subject to the payment of maintenance fees as provided by law.

If this application was filed prior to June 8, 1995, the term of this patent is the longer of seventeen years from the date of grant of this patent or twenty years from the earliest effective U.S. filing date of the application, subject to any statutory extension.

If this application was filed on or after June 8, 1995, the term of this patent is twenty years from the U.S. filing date, subject to any statutory extension. If the application contains a specific reference to an earlier filed application or applications under 35 U.S.C. 120, 121 or 365(c), the term of the patent is twenty years from the date on which the earliest application was filed, subject to any statutory extensions.

Director of the United States Patent and Trademark Office

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