

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

## RECORDATION FORM COVER SHEET PATENTS ONLY

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

<p>1. Name of conveying party(ies): <b>John McIntosh</b></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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 _____</p> <p>Execution Date: <b>2004Jan28</b></p>	<p>2. Name and address of receiving party(ies)  Name: <b>Benjamin I. Wiens</b>  Internal Address: _____  _____  _____  Street Address: <b>8-1200 Brunette Ave</b>  <b>Coquitlam, BC V3K1G3 Canada</b>  City: _____ State: _____ Zip: _____  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>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: _____</p> <p>A. Patent Application No.(s) _____ B. Patent No.(s) <b>6,648,715</b></p> <p style="text-align: right;">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Benjamin I. Wiens</b>  Internal Address: _____  _____  _____  Street Address: <b>8-1200 Brunette Ave</b>  <b>Coquitlam, BC V3K1G3 Canada</b>  City: _____ State: _____ Zip: _____</p>	<p>6. Total number of applications and patents involved: <b>1</b></p> <p>7. Total fee (37 CFR 3.41).....\$ <b>40.00</b>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____  _____  (Attach duplicate copy of this page if paying by deposit account)</p>
<p><b>DO NOT USE THIS SPACE</b></p>	
<p>9. Statement and signature.  <i>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.</i></p> <p><b>Benjamin I. Wiens</b>                      <b>Ben Wiens</b>                      <b>2004Mar16</b>  Name of Person Signing                      Signature                      Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: <b>6</b></p>	

OP \$40.00 6648715

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

DATED THIS DAY OF *01/28* 2004.

**ASSIGNMENT**

**WHEREAS:**

- #207 1066 E 17th Jm*
1. Eric McIntosh ("McIntosh"), formerly of Vancouver, British Columbia, Canada, and Ben Wiens ("Wiens") of #8 1200 Brunette Avenue, Coquitlam, British Columbia, Canada jointed invented the Snap Fit Construction System;
  2. McIntosh and Wiens jointly took steps to protect intellectual property rights associated with the Snap Fit Construction System;
  3. McIntosh and Wiens intended to market the Snap Fit Construction System under the trade name "Linkers";
  4. McIntosh and Wiens caused Linkers Products Inc. to be incorporated pursuant to the laws of the Province of British Columbia to further the protection of the intellectual property rights associated with the Snap Fit Construction System and the trade name Linkers;
  5. McIntosh and Wiens entered into a Joint Owners' Agreement dated October 24, 2001 in relation to intellectual property rights associated with the Snap Fit Construction System;
  6. McIntosh died on March 13, 2002
  7. John McIntosh of *#36 2171 Haultham ST Jm* is the duly appointed and authorized Executor of the Estate of McIntosh with the legal and equitable capacity and power to execute this Assignment on his own behalf and on behalf of the Estate;
  8. The Estate and John McIntosh have not heretofore assigned, transferred or conveyed, but hereby intend to absolutely and irrevocably assign transfer, and convey the equitable and legal right, title and interest, in all countries, to all patents, trademarks, copyrights, industrial designs, confidential information, and related and associated rights and applications, respecting the Snap Fit Construction System, the trade-name "Linkers" used in relation to the Snap Fit Construction System, all shares and rights associated with Linkers Products Inc., and all related and associated documentation, tooling, and samples;

**FOR VALUABLE CONSIDERATION**, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. John McIntosh and the Estate hereby absolutely and irrevocably assign, transfer, and convey to Wiens all of the equitable and legal right, title and interest, in all countries, to all patents, trademarks, copyrights, industrial designs, confidential information, and related and

associated rights and applications, respecting the Snap Fit Construction System, the trade-name "Linkers" used in relation to the Snap Fit Construction System, all shares and rights associated with Linkers Products Inc., and all related and associated documentation, tooling, and samples, and Wiens hereby absolutely and irrevocably accepts the aforesaid assignment, transfer and conveyance;

2. The parties consent to the use, including registration, of this Assignment, for all lawful purposes.

3. John McIntosh and the Estate jointly and severally agree to execute all documents, and to do all acts to give effect to this Assignment, at the expense of Wiens, and John McIntosh and the Estate, jointly and severally, hereby absolutely and irrevocably appoint Wiens as Agent, and Attorney in Fact, with full power and authority to execute all documents, and to do all acts to give effect to this Assignment;

4. John McIntosh and the Estate jointly and severally release Wiens from any and all claims and causes of action save and except claims and causes of action for enforcement of the terms of this Assignment;

5. Wiens hereby releases John McIntosh and the Estate from any and all claims and causes of action save and except claims and causes of action for enforcement of the terms of this Assignment;

6. To the extent permitted by law, John McIntosh, the Estate and Wiens jointly and severally waive any legal, equitable, and statutory right which would render any provision, or portion thereof, of this Assignment invalid or unenforceable. Notwithstanding such waiver, should any provision or portion thereof be invalid or unenforceable for any reason, in lieu of such provision or portion thereof, there shall be added a valid and enforceable provision or portion thereof as similar in terms as possible to the invalid or unenforceable provision or portion thereof, and the balance of the invalid or unenforceable provision or portion thereof shall remain valid and enforceable, to the extent necessary and appropriate to maintain the intent of this Assignment;

7. Wiens, John McIntosh and the Estate represent and warrant that the recitals 1 through 5 of this Assignment are true and accurate, and John McIntosh and the Estate represent and warrant that recitals 6 through 8 of this Assignment are true and accurate.

8. This Assignment has been executed by the parties following independent legal advice, supercedes all prior arrangements, agreements, representations and warranties, which relate to the subject matter of this Assignment, and contains the entire agreement between the parties, and there are no collateral arrangements, agreements, representations, or warranties which relate to the subject matter of this Assignment.

9. This Assignment shall be interpreted pursuant to the laws of the Province of British Columbia and shall be binding on the heirs, executors, administrators, successors and assigns of the parties.

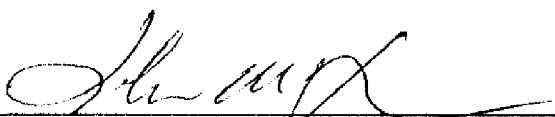
IN WITNESS WHEREOF the parties have set their hands and seals as of the date of this Assignment.

SIGNED, SEALED and DELIVERED by )  
JOHN MCINTOSH, on his own behalf, )  
and as Executor of the ESTATE OF ERIC )  
MCINTOSH in the presence of: )

\_\_\_\_\_)  
Name )

\_\_\_\_\_)  
Address )

ALANA JAMES )  
Articled Student )  
760 Hillside Avenue )  
Victoria, BC V8T 1Z4 )  
\_\_\_\_\_)  
Occupation )

  
\_\_\_\_\_)  
JOHN MCINTOSH on his own behalf and )  
as Executor of the )  
ESTATE OF ERIC MCINTOSH )

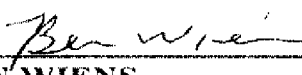


SIGNED, SEALED and DELIVERED by )  
BEN WIENS in the presence of: )

  
\_\_\_\_\_)  
Name )

\_\_\_\_\_)  
Address )

201, 10334 152A Street, )  
Surrey, B.C. V3R 7P8 )  
SECRETARY (585-4321) )  
\_\_\_\_\_)  
Occupation )

  
\_\_\_\_\_)  
BEN WIENS )



# BRITISH COLUMBIA

## MINISTRY OF HEALTH AND MINISTRY RESPONSIBLE FOR SENIORS Division of Vital Statistics

16536363

This is to certify that the following is an extract from the registration on file in the Division of Vital Statistics, Victoria, British Columbia, concerning the death of

Name **ERIC GORDON MCINTOSH**

Date of Death **MARCH 13, 2002**

Sex **MALE**

Place of Death **VANCOUVER**

Age **78**


Registration No. **451352546-829**

Birthplace **SASKATCHEWAN, CANADA**

Residence **VANCOUVER, BRITISH COLUMBIA**

Given under my hand at Victoria, British Columbia

this **15TH** day of **MARCH** **2002**



Director of Vital Statistics

HLTH 4956 (REV. 97/12)

CERTIFIED A TRUE COPY



Solicitor

TIMOTHY A.C. SCHOBEL  
Barrister • Solicitor • Notary Public  
760 HILLSIDE AVENUE  
VICTORIA, B.C. CANADA V8T 1Z4  
Phone: (250) 386-8707