

12-10-2003

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Please record the date of this document or copy thereof.

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1. Name of Party(ies) conveying an interest:
WAVEMAKERS INC.

Additional name(s) of conveying party(ies) attached?
 Yes No

2. Name and Address of Party(ies) receiving an interest:

Name: **36459 YUKON INC.**
 Internal Address:
 Street Address: **#302 - 134 Abbott Street**
 City: **Vancouver**
 State/Zip: **British Colombia, V6B 2 K 4 CANADA**

Additional name(s) and addresses attached?
 Yes No

3. Description of the interest conveyed:
 Assignment Change of Name
 Security Agreement Merger

Other:
 Execution Date: July 3, 2003

4. Application number(s) or patent number(s). Additional sheet attached? Yes No

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)	Date	B. Patent No.(s)
		<u>5,526,433</u>

Additional numbers attached? Yes No

OFFICE OF THE COMMISSIONER OF PATENTS
 FINANCE SECTION
 1201 MCNICOLL BLVD
 OTTAWA, ONTARIO K1A 0S7

5. Name and address of party to whom correspondence concerning document should be mailed:

BRINKS HOFER GILSON & LIONE
 P.O. BOX 10395
 CHICAGO, IL 60610
 (312)321-4200

6. Number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41) **\$ 40.00**
 Enclosed
 Authorized to be charged to Deposit Account No. 23-1925

8. Please charge any deficiencies in fee or credit any overpayment to Deposit Account No. 23-1925.

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9. 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.

James A. Collins, Reg. No. 43,557
 Name of Person Signing

Signature

December 3, 2003
 Date

Total number of pages including cover sheet, attachments, and document: 4

ASSIGNMENT OF PATENT

(Country – United States)

THIS AGREEMENT is entered into effective as of the 3rd day of July, 2003 (the “**Effective Date**”);

BETWEEN:

WAVEMAKERS INC., a corporation continued under the laws of Canada, and having an office at #302 – 134 Abbott Street, in the City of Vancouver, in the Province of British Columbia, V6B 2K4

(hereinafter “**Assignor**”)

AND:

36459 YUKON INC., a corporation incorporated under the laws of the Yukon Territory, and having an office at #302 – 134 Abbott Street, in the City of Vancouver, in the Province of British Columbia, V6B 2K4

(hereinafter “**Assignee**”)

WHEREAS, Assignor owns all rights, title and interest in United States Patent number 5,526,433 issued on June 11, 1996, and entitled “Tracking platform system” including any re-examinations, reissues, continuations, extensions and divisions thereof (hereinafter the “**Patent**”).

AND WHEREAS Assignee has purchased from Assignor all right, title, and interest in and to the Patent.

NOW THEREFORE, the parties agree as follows:

1. Assignor, in consideration of the payment by Assignee of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, transfer and conveys as of the Effective Date to Assignee, its successors and assigns, its entire right, title and interest in and to the Patent and the inventions disclosed in the Patent, worldwide, including all re-examinations, reissues, continuations, extensions and divisions thereof, and all income, royalties, damages, profits and payments now or hereafter due or payable with respect thereto, and to all causes of action and the right to sue, counterclaim and recover, for past, present and future infringement or unauthorized use of the rights and interest assigned under this Agreement, such right, title and interest to be held and enjoyed by Assignee, its successors and assigns for their use and benefit worldwide, to the full

end of the term of the Patent as fully and entirely as same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignee shall have the right to file this Agreement and all such notices and other documents with the relevant Patent Office as are necessary to perfect this assignment, all costs to be borne by Assignee. Assignor agrees to do all lawful and just acts, and to sign or otherwise execute upon Assignee's request, all notices, documents and instruments, which may be necessary or desirable to vest, perfect and maintain the Patent and the inventions therein disclosed in the Assignee, its successors and assigns, worldwide, without further consideration but at the expense of Assignee.

IN WITNESS WHEREOF, this Agreement is executed below by an authorized representative of each party.

WAVEMAKERS INC.


By: 
Authorized Signatory

Name: ~~Edwin C. Sommers~~ Peter von der Gracht

Title: ~~Assistant Secretary~~ CEO + Chairman

Date: July 3, 2003

36459 YUKON INC.

By: 
Authorized Signatory

Name: Edwin C. Sommers

Title: Assistant Secretary

Date: July 3, 2003

PROVINCE OF BRITISH COLUMBIA
CANADA

I, William S. Garton, a Notary Public of Vancouver
in the Province of British Columbia, Canada, do hereby certify that Peter van der Graaf
personally appeared before me this day and acknowledged that he/she is the
Chief Executive Officer of **Wavemakers Inc.**, and that by authority duly given and as an act
of the corporation, the foregoing instrument was signed in its name by him/her as the free act and
deed of Wavemakers Inc.

WITNESS MY HAND AND NOTARIAL SEAL this 3rd day of July, 2003.

William S. Garton
Notary Public in and for the Province of
British Columbia WILLIAM S. GARTON
BARRISTER & SOLICITOR
BULL HOUSSER & TUPPER
3000 - 1055 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 3R3
PHONE 687-6575

My Commission Does Not Expire.

PROVINCE OF BRITISH COLUMBIA
CANADA

I, Douglas Shields, a Notary Public of Vancouver
in the Province of British Columbia, Canada, do hereby certify that Edwin C. Summers
personally appeared before me this day and acknowledged that he/she is the
Assistant-Secretary of **36459 Yukon Inc.**, and that by authority duly given and as an act
of the corporation, the foregoing instrument was signed in its name by him/her as the free act and
deed of 36459 Yukon Inc.

WITNESS MY HAND AND NOTARIAL SEAL this 3rd day of July, 2003.

Douglas Shields
Notary Public in and for the Province of
British Columbia

My Commission Does Not Expire.

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