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To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

1) Andrew John THORNTON

2. Name and address of receiving party(ies)

Name: William Levene Limited

Internal Address:

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

3. Nature of conveyance:

- Assignment Merger
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- Other _____

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Street Address: Bridge House, Belmoor Road

Farnborough, Hampshire GU14 7UE, United Kingdom

City: _____ State: _____ Zip: _____

Execution Date: 1) April 27, 2005

Additional name(s) & address(es) attached? Yes No

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: 04/27/2005

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: REED SMITH LLP

Internal Address: c/o Lloyd McAulay

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022-7650

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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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.

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Name of Person Signing

Lloyd McAulay
Signature

May 3, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 3

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A S S I G N M E N T

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned (hereinafter "Assignor") hereby sells, assigns and transfers to: **William Levene Limited, a Company organized under the laws of England, having a principal place of business at: Bridge House, Eelmoor Road, Farnborough, Hampshire GU14 7UE, United Kingdom**, its successors, legal representatives, assigns and nominees (hereinafter "Assignee"), my/our entire right, title and interest in, to, and under:

a. Assignor's application for Letters Patent entitled:

CAN OPENER

X Executed On: EVEN DATE HEREWITH

Serial Number _____ Filed _____

b. Any and all inventions described in said application for Letters Patent.

c. Any and all divisional, continuation, renewal, and substitute applications that may be filed for United States Letters Patent for any and all of said inventions.

d. Any and all patents that may be granted on the foregoing applications and any and all continuations, reissues, or extensions thereof.

e. Any and all improvements thereon or relating thereto which assignor has invented.

f. Any and all rights in foreign countries under such applications and inventions, including the right to claim the priority date of the United States application and the right to priority under such application under the International Convention.

Assignor hereby authorizes and requests the Commissioner of Patents to issue any and all such Letters Patent for said invention to said Assignee.

Assignor further covenants and warrants that, to the best of his/her knowledge, the rights and properties herein conveyed are free and clear of any encumbrances and Assignee shall hold and enjoy any and all inventions, application, and Letters Patent issued thereon for its own use as fully and entirely as the Assignor would have held and enjoyed said rights had this assignment and sale not been made, including the full right of the Assignee to convey said rights.

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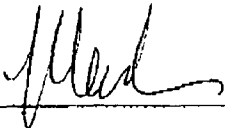

Assignor further agrees on his/her own behalf, and on behalf of his/her heirs, legal representatives, administrators, and assigns, at any time, upon request, without additional compensation, but at no expense, to:

1. Communicate to said Assignee any facts relating to the invention and the history thereof;

2. Execute and deliver all papers and do all acts which may be necessary, desirable, or convenient to secure, maintain, and enforce patents for said invention in any and all countries; and to execute and deliver any and all papers or instruments that in the opinion of Assignee may be necessary or desirable to vest title thereto in Assignee or its nominees, including the execution and delivery of any and all papers or instruments to carry out the terms of this Agreement, and to secure to Assignee the full enjoyment of the rights and properties herein conveyed or intended to be conveyed; and

3. Testify at all proceedings concerning said invention and patents.

If Assignor is not employed by Assignee at the time each testimony or other activities are required, the Assignee agrees to pay the Assignor at the rate Assignor was paid when employed and to pay at least for a minimum of one day.

Witness:  Inventor:  (L.S.)
(Print Name) GRAHAM LANE LEACH ANDREW JOHN THORNTON
Date: 27. Nov. 05 27/04/05