

05-23-2005

Form PTO-1517 (Rev. 03/05)  
OMB No. 0651-0047 (exp. 03/2005)

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



S/18/05

REC

103007835

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Simon Walker

**2. Name and address of receiving party(ies)**

Name: Peak Innovations Inc.

Internal Address: Legal Department

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) April 27, 2005

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

Street Address: \_\_\_\_\_

Suite 203 - 11782 Hammersmith Way

City: Richmond

State: British Columbia

Country: Canada Zip: V7A 5E2

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

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

29/207,198

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Peak Innovations Inc.

Internal Address: Legal Department

Street Address: \_\_\_\_\_

Suite 203 - 11782 Hammersmith Way

City: Richmond

State: British Columbia Zip: V7A 5E2

Phone Number: 604-448-8000

Fax Number: 604-448-8100

Email Address: legal@peakproducts.com

**6. Total number of applications and patents involved:** \_\_\_\_\_

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

April 27, 2005  
Date

Simon Walker

Name of Person Signing

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

5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

05/19/2005 EFLDRES1 00000018 29207198

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40.00 DP

**PATENT**  
**REEL: 016576 FRAME: 0994**

## ASSIGNMENT

This Assignment is made by Simon Walker of #111 – 1450 Merklin Street, White Rock, British Columbia, CANADA, V4B 4C3, (hereinafter referred to as “Assignor”), to Peak Innovations Inc., (“Assignee”) having a place of business at Suite 203 – 11782 Hammersmith Way, Richmond, British Columbia, CANADA, V7A 5E2.

WHEREAS, Assignor has invented a new and useful invention and design entitled **ORNAMENTAL PICKET SPACER**, for which an application for a Canadian Patent was filed on November 3, 2003, a Canadian Industrial Design filed on December 11, 2003 and a PCT Application was filed on November 5, 2004 and (the “Invention”);

WHEREAS, Assignor believes himself to be the original, first and joint inventor of the Invention; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire worldwide right, title and interest in and to said Invention, said application, and any utility patent, design patent, industrial design, design right, utility model or petty patent that may be granted for said Invention in Canada, the United States or anywhere else throughout the world;

Assignment  
ORNAMENTAL PICKET SPACER

**PATENT**  
**REEL: 016576 FRAME: 0995**

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire worldwide right, title and interest in and to said Invention, said application, and any utility patent, design patent, industrial design, design right, utility model or petty patent that may be granted for said Invention in the United States, Canada or anywhere else throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignor agrees that during his employment with the Assignee, that upon request of the Assignee and at no expense to Assignor, including out-of-pocket expenses and/or lost salary or wages as the case may be, he and his legal representative(s) and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing any utility patent, design patent, industrial design, design right, utility model or petty patent as may issue anywhere in the world for said Invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any utility patent, design patent, industrial design, design right, utility model or petty patent granted for said Invention in Canada, the United States or anywhere in the world. For greater certainty, Assignor is not obligated to do any

Assignment  
ORNAMENTAL PICKET SPACER

**PATENT**  
**REEL: 016576 FRAME: 0996**

lawful acts for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any utility patent, design patent, industrial design, design right, utility model or petty patent granted for said Invention in Canada, the United States or anywhere in the world while not employed by the Assignee.

Assignor represents and warrants that he has not granted and will not grant to any other any rights inconsistent with the rights granted herein.

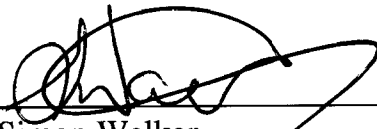
Assignor authorizes and requests the Commissioner of Patents of Canada, Director of Patents of the United States and of all foreign countries to issue any utility patent, design patent, industrial design, design right, utility model or petty patent granted for said Invention, whether on said application or on any subsequently filed division, continuation, continuation-in-part or reissue applications, to Assignee, its successors and assigns, as the assignee of the entire undivided interest in said Invention.

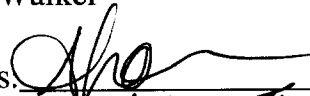
This Assignment constitutes the entire assignment of the entire worldwide right, title and interest in and to said Invention, said application, and any utility patent, design patent, industrial design, design right, utility model or petty patent that may be granted for said Invention in Canada, the United States or anywhere else throughout the world, and supercedes all previous oral and written communications and understandings.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date written hereinbelow.

Dated: April 27, 2005

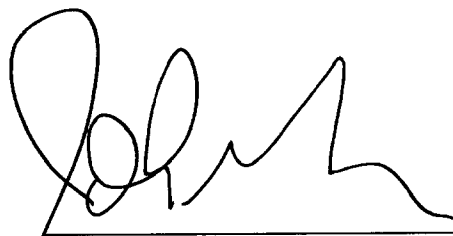
Assignor:


  
Simon Walker

Witness:   
Witness name: Andrea Thompson  
(printed)

Accepted by Assignee:

Dated: April 27, 2005

  
Peak Innovations Inc.  
Per: John Gross  
Title: President

Witness:   
Witness name: Andrea Thompson  
(printed)