# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

#### **CONVEYING PARTY DATA**

Name	Execution Date
Mark F. Stewart	09/12/2005

#### **RECEIVING PARTY DATA**

Name:	Optima Global Corporation		
Street Address:	55 King Street, Suite 400		
City:	St. Catharines, Ontario		
State/Country:	CANADA		
Postal Code:	L2R 3H5		

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	10543219

### **CORRESPONDENCE DATA**

Fax Number: (214)999-3623

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2149994266

Email: jjones@gardere.com

Correspondent Name: Robert J. Ward

Address Line 1: 1601 Elm Street, Suite 3000

Address Line 2: Thanksgiving Tower Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Robert J. Ward

**Total Attachments: 3** 

source=assignment for Optima#page1.tif source=assignment for Optima#page2.tif source=assignment for Optima#page3.tif

PATENT

500052536 REEL: 016598 FRAME: 0030

#### ASSIGNMENT

WHEREAS, I, the undersigned inventor of residence as listed, or joint inventor if more than one inventor is listed below (hereinafter referred to, whether one or more inventors, as "ASSIGNOR(S)"), have invented certain new and useful improvements, as below entitled, for which a United States Patent Application for United States Letters Patent is made, said application having previously been filed on January 23, 2004 as PCT International Application No. PCT/CA04/00083; and

WHEREAS, Optima Global Corporation (hereinafter referred to as "ASSIGNEE"), a Canadian corporation, with an address of 55 King Street, Suite 400, St. Catharines, Ontario L2R 3H5 CANADA, desires to acquire my entire right, title and interest in and to said invention(s), and in and to the said application and any Letters Patent that may issue thereon, rely thereon, or claim priority therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR(S) assign to ASSIGNEE, all right, title and interest in and to said invention(s), in and to said application, all patent applications that may claim priority therefrom or rely thereon, all patents which may be granted therefor, or which may claim priority therefrom or rely thereon, including all divisions, reissues, continuations, continuations-in-part and extensions thereof, and all related materials, whether in tangible or intangible form, and including all notes, writings, notebooks, and related materials, and ASSIGNOR(S) authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention(s), or patents resulting therefrom, or claiming priority or relying thereon, insofar as ASSIGNOR(S)' interest is concerned, to ASSIGNEE.

ASSIGNOR(S) also assign to ASSIGNEE, all right, title and interest in and to the invention(s) disclosed in said application throughout the world, including the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in said United States Patent Application, and the right to file applications and obtain patents, utility models, industrial models and designs for said invention(s) in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said invention(s) and all rights to register said invention in appropriate registries, and ASSIGNOR(S) further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE.

ASSIGNOR(S) also hereby assign all rights, title and interest to any improvements related to said invention(s) to ASSIGNEE and agree to fully communicate to ASSIGNEE any facts and information known to them respecting any improvements related to said invention(s)

1

and said application while any patent application anywhere in the world is still pending that claims priority, whether directly or indirectly, from said invention(s) or said application. ASSIGNOR(S) will maintain any such facts and information in confidence and will only reveal such facts and information to ASSIGNEE or its assigns. ASSIGNOR(S) will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths, declarations, and affidavits and generally do everything possible to vest title in ASSIGNEE and to aid ASSIGNEE to obtain and enforce proper protection for said invention(s) and said application in all countries. ASSIGNOR(S) shall not communicate nor cooperate in any manner with any third party, other than ASSIGNEE, that claims any rights in and to said invention(s) and said application.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

# ATTORNEY DOCKET NO. 130390.1002 CUSTOMER NO. 32914

## **ASSIGNMENT**

_	_			^			. •		
1	٠,	ıt!	9	Λt.	ln	ver	111 <i>c</i>		
п		LL		UΙ	111	V CI	ш	111.	

Signature of Assignor:

Assignor's Name:

Residence (City, County, State):

Post Office Address:

Date:

Date Declaration Executed:

Electronic Scaring Target Board

Mark F. Stewart

St. Davids, Ontario LO\$ 1PO

849 Line 8

St. Davids, Ontario LOS 1PO

**CANADA** 

Septomber 12,2005

Saptember 12, 2005

**RECORDED: 09/28/2005**