

Form PTO-1595 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET PATENTS ONLY

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)/Execution Date(s):**

Donald James Stolz

Execution Date(s) July 14, 2005

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

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

Name: The Dirt Work Products General Partnership

Internal Address: \_\_\_\_\_

Street Address: 875 Kinnear Court

City: Kelowna

State: British Columbia

Country: Canada Zip: V1Y 8A9

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

**3. Nature of conveyance:**

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

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

This document is being filed together with a new application.

A. Patent Application No.(s)

11/049,940

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Antony C. Edwards

Internal Address: \_\_\_\_\_

Street Address: Suite 200 - 270 Highway 33 W.

City: Kelowna

State: British Columbia Zip: V1X 1X7

Phone Number: 250-491-0206

Fax Number: 250-491-0266

Email Address: aedwards@bensoyedwards.com

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

1 / 1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

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

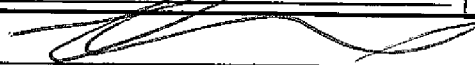
**8. Payment Information**

a. Credit Card Last 4 Numbers 8005  
Expiration Date 08/08

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

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

**9. Signature:**



Signature

Aug 14 / 05  
Date

Antony C. Edwards

Name of Person Signing

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

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

USPTO - Mail Stop Assignments - 1-703-306-5995  
Our File: ACE - 28468 "Shaker"

PATENT

REEL: 016640 FRAME: 0037

700203412

OP \$40.00 11049940

## ASSIGNMENT

WHEREAS, **Donald James Stolz** (hereinafter called the "Assignor"), whose full post office address is 875 Kinnear Court, Kelowna, British Columbia, V1Y 8A9, Canada, is the owner of certain inventions or improvements described and claimed in United States Continuation-in-Part Patent Application No. 11/049,940 filed February 4, 2005 and entitled:

### PARTICULATE MATERIAL DISPENSER

AND WHEREAS, **THE DIRT WORK PRODUCTS GENERAL PARTNERSHIP** (hereinafter called the "Assignor"), whose full post office address is 875 Kinnear Court, Kelowna, British Columbia, V1Y 8A9, Canada is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements, and in and to the said Application(s), and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries;

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, does hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions or improvements and said Application(s), and any and all applications claiming priority from said Application(s), continuations, divisions, renewals of or substitutes for said Application(s), and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and Assignor assigns to and authorizes the Assignee to file and prosecute in Assignor's name applications for Letters Patent for said inventions or improvements in Canada, the United States of America, and all other countries, or Patent Cooperation Treaty applications or other regional applications the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment, sale and transfer not been made;

AND Assignor hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed and will not execute any agreement in conflict herewith, and Assignor further covenants and agrees that Assignor will, each time request is made and without undue delay or further compensation whether monetarily or otherwise, execute and deliver in a timely manner all such papers as may be necessary or desirable to perfect the title to said inventions or improvements, said Application(s) and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and Assignor agrees to communicate to the Assignee, or its nominees, all known facts respecting said inventions or improvements, said Application(s) and said Letters Patent, and without further compensation whether monetarily or otherwise, and in a timely fashion, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions or


PATENT

REEL: 016640 FRAME: 0038

improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND Assignor hereby authorizes and requests the Commissioner of Patents of Canada and of the United States and any official of any country or countries foreign to Canada or the United States whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this Assignment.

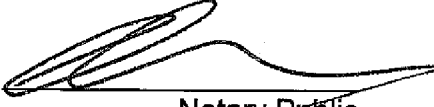
EXECUTED at Kelowna, British Columbia, Canada, this 14<sup>th</sup> day of July, 2005.

  
Donald James Stolz

#### NOTARIAL CERTIFICATE

On this 14<sup>th</sup> day of July, 2005, before me, personally appeared **Donald James Stolz**, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.

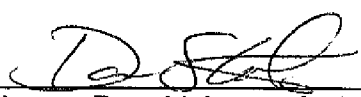
**ANTONY C. EDWARDS**  
Barrister & Solicitor  
200 - 270 Highway 33 West.  
Kelowna, BC V1X 1X7

  
Notary Public  
My Commission is for Life

#### STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted this 14<sup>th</sup> day of July, 2005.

**THE DIRT WORK PRODUCTS  
GENERAL PARTNERSHIP**

By:  C/S  
Name: Donald James Stolz  
Title: Authorized Signatory on  
behalf of the Partnership