

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. John Gross	11/04/2005
RECEIVING PARTY DATA	
Name:	Peak Innovations Inc.
Street Address:	11782 Hammersmith Way
Internal Address:	Suite 203
City:	Richmond
State/Country:	CANADA
Postal Code:	V7A 5E2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10809390
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	1-604-448-8000
Email:	legal@peakproducts.com
Correspondent Name:	Peak Innovations Inc.
Address Line 1:	11782 Hammersmith Way
Address Line 2:	Suite 203
Address Line 4:	Richmond, CANADA V7A 5E2
ATTORNEY DOCKET NUMBER:	DFMD-P-040301
NAME OF SUBMITTER:	John Gross
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif	

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ASSIGNMENT

This Assignment is made by John Gross of #1203 – 1590 West 8th Avenue, Vancouver, British Columbia, CANADA, V6J 4R8, (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 **SEATING BRACKET**, for which an application for a Canadian Patent was filed on March 28, 2003 and a Canadian Industrial Design filed on March 27, 2003 (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;

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

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.

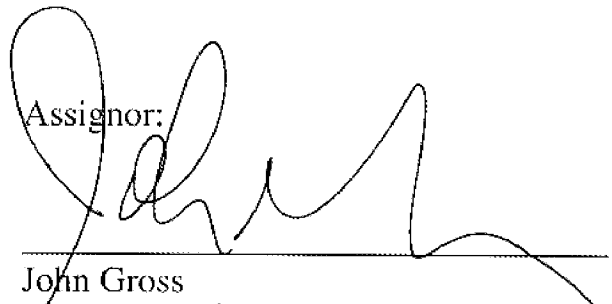
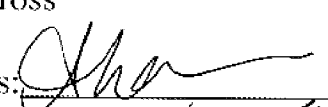
Assignor represents and warrants that he has not granted and will not grant to any other any rights inconsistent with the rights granted herein.

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: November 4, 2005

Assignor: 
 John Gross
 Witness: 
 Witness name: Andrea Thompson
 (printed)

Accepted by Assignee:

Dated: November 4, 2005


 Peak Innovations Inc.
 Per: Thom G3
 Title: Vice President
 Witness: 
 Witness name: Andrea Thompson
 (printed)