

07-08-2005



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To the Director of the United States Patent and Trademark Office

ments or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Quality Steel Foundries Ltd.

Execution Date(s) May 24, 2005

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

2. Name and address of receiving party(ies)

Name: QSF Acquisitions Inc.

Internal Address: _____

Street Address: 3000 - 1055 West Georgia

City: Vancouver

State: British Columbia

Country: Canada Zip: V6E 3R3

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 number(s) or patent number(s):

A. Patent Application No.(s)
09/882,825

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Anthony W. Kandare, Esq.

Internal Address: Banner & Witcoff, Ltd.

Street Address: 1001 G Street, N.W., 11th Floor

City: Washington

State: D.C. Zip: 20001

Phone Number: 202-824-3244

Fax Number: akandare@bannerwitcoff.com

Email Address: _____

6. Total number of applications and patents involved: 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 _____
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b. Deposit Account Number 19-0733

Authorized User Name _____

9. Signature :

July 1, 2005

Signature

Date

Anthony W. Kandare, Registration No. 48,830

Total number of pages including cover sheet, attachments, and documents 5

Name of Person Signing

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

07/07/2005 ECODPER 00000149 190733 09862825

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PATENT
REEL: 016744 FRAME: 0947

ASSIGNMENT

WHEREAS, Quality Steel Foundries Ltd., a corporation of Alberta, Canada, having a place of business at 2323-4th Street, Nisku, Alberta, Canada T9E 7W7, is the Owner of inventions for the following patents and pending patent applications and is also the Owner of the related know-how and improvements for said inventions:

- US Patent No. 6,725,582 issued April 27, 2004, entitled "Assembly for Fastening a Ground Engaging Tool to a Support Structure"
- US Patent No. 6,018,896 issued February 1, 2000, entitled "Coupling Device for Locking an Excavation Tooth Onto an Adaptor"
- US Patent Application No. 10/760,378 (Pub. No. 2005/0066555) filed Jan. 21, 2004, entitled "Insert for Locking Mechanism for Ground Engaging Tools"
- US Patent Application No. 09/882,825 (Pub. No. 2002/0000053) filed June 16, 2001, entitled "Torque Locking System for Fastening a Wear Member to a Support Structure"
- South African Patent Application (Serial No. 2004/2628) in respect of the Toptrak/Sidetrak patent

WHEREAS, QSF Acquisitions Inc., a corporation of British Columbia, Canada, having an office at 3000 – 1055 West Georgia, Vancouver, British Columbia V6E 3R3, is desirous of acquiring in any and all countries throughout the world the entire legal and beneficial right, title and interest in and to the aforesaid inventions, the related know how, the improvements thereof, and the aforesaid patents and applications, and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof of any country and in and to any and all divisions, reissues, continuations, continuations in part, extensions and renewals thereof, including the right to sue for past and future infringements of and to recover damages under said patents, applications and any patents issuing thereon, and legal equivalents thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Quality Steel Foundries Ltd. by these presents hereby does sell, assign and transfer unto QSF Acquisitions Inc., its successors, legal representatives and assigns, the entire legal and beneficial right, title and interest in and to said inventions in any and all countries throughout the world, the related know-how, the improvements thereof, and in and to any Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof which may be granted therefor in any and all countries throughout the world and to any and all divisions, reissues, continuations, continuations in part, extensions and renewals thereof, and including the

right to sue for past and future infringements of and to recover damages under said patents, applications and any patents issuing thereon, and legal equivalents thereof;

AND QUALITY STEEL FOUNDRIES LTD. HEREBY agrees that QSF Acquisitions Inc., its successors, legal representatives and assigns, may apply for and receive Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof anywhere in the world for any of said inventions and improvements in its own name, its successors, legal representatives and assigns, and further authorizes and requests the proper officer or agency of any country to record this assignment and issue all Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof to QSF Acquisitions Inc., its successors, legal representatives and assigns;

AND QUALITY STEEL FOUNDRIES LTD. HEREBY warrants and covenants that it has the full right to convey the entire interest herein assigned at the time of the sale, assignment and transfer;

AND QUALITY STEEL FOUNDRIES LTD. HEREBY warrants and covenants that it has not executed and will not execute any instrument or assignment in conflict herewith;

AND QUALITY STEEL FOUNDRIES LTD. HEREBY agrees to communicate to QSF Acquisitions Inc., its successors, legal representatives and assigns, any facts known to it respecting said inventions, to execute, or to assist in obtaining the execution of all divisional, continuation, continuation-in-part, renewal, reissue and foreign applications, to sign or obtain the necessary signatures for all lawful documents and to make or obtain all rightful oaths and declarations relating to any of said inventions and any improvements thereof, which QSF Acquisitions Inc., its successors, legal representatives and assigns shall consider desirable for aiding in securing and maintaining proper protection for any of said inventions, the related know-how and the improvements thereof, and to testify or obtain the necessary testimony in any judicial or administrative proceeding and generally do everything possible to aid QSF Acquisitions Inc., its successors, legal representatives and assigns, in obtaining and enforcing said Patents, Design Registrations, Industrial Models, Industrial Designs, Petty Patents, Utility Models, Copyrights, Unregistered Design Rights, and legal equivalents thereof in any country when requested so to do by QSF Acquisitions Inc., its successors, legal representatives and assigns.

IN WITNESS WHEREOF, and intending to bind Quality Steel Foundries Ltd., I have hereunto set my hand and seal this 24 day of May, 2005.

[Signature]
Name: Dwight Adamic
Title: Director
Quality Steel Foundries Ltd.

PROVINCE OF Alberta)
) ss:
City of Edmonton)

On this 24 day of May, 2005, before me a Notary Public in and for the Province and City aforesaid in the country of Canada, personally appeared Dwight Adamic, Director, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and acknowledged the same to be his/her free act and deed.

[Signature]
Notary Public for Alberta
My Commission Expires: Never

Michelle M. Simpson
Barrister & Solicitor

SEAL

