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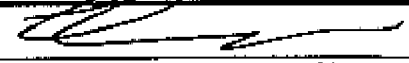
RECORDATION FORM COVER SHEET PATENTS ONLY

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): Jonathan Gale Ritchey Execution Date(s) <u>May 3rd, 2006</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>EXRO TECHNOLOGIES INC.</u> Internal Address: _____ Street Address: <u>2100-1075 West Georgia Street</u> City: <u>Vancouver</u> State: <u>British Columbia</u> Country: <u>Canada</u> Zip: <u>V6E 3G2</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	

4. Application or patent number(s): A. Patent Application No.(s) <u>11/036,052</u> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> This document is being filed together with a new application. B. Patent No.(s)
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5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Antony C. Edwards</u> Internal Address: _____ Street Address: <u>Suite 200 - 270 Highway 33 West</u> City: <u>Kelowna</u> State: <u>British Columbia</u> Zip: <u>V1X 1X7</u> Phone Number: <u>250-491-0206</u> Fax Number: <u>250-491-0266</u> Email Address: <u>aedwards@bensonedwards.com</u>	6. Total number of applications and patents involved: <u>one (1)</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers <u>8005</u> Expiration Date <u>08/08</u> b. Deposit Account Number _____ Authorized User Name _____
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9. Signature:  _____ Signature Antony C. Edwards Name of Person Signing	<u>May 9, 2006</u> Date Total number of pages including cover sheet, attachments, and documents: <u>4</u>
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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

OP \$40.00 11036052

ASSIGNMENT

WHEREAS I, **JONATHAN GALE RITCHEY** (hereinafter called the "Assignor"), whose full post office address is 2905 - 26TH Street, Vernon, British Columbia, Canada V1T 4T8, am the inventor of certain inventions or improvements described and claimed in Canadian Patent Application No. 2,492,990 filed January 18, 2005, and United States Patent Application No. 11/036,052 filed January 18, 2005, entitled:

POLYPHASIC MULTI-COIL GENERATOR

AND WHEREAS, **EXRO TECHNOLOGIES INC.** (hereinafter called the Assignee), whose registered and records office is 2100-1075 West Georgia Street, Vancouver, British Columbia, Canada V6E 3G2 is desirous of acquiring the entire right, title and interest in and to the said invention 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, I, the Assignor, do 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, continuation-in-part, divisions, renewals of or substitutes for such corresponding applications, 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 I have on this date assigned to and hereby authorize the Assignee to file and prosecute in my 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 me, had this assignment, sale and transfer not been made;

AND I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed and will not execute any agreement in conflict herewith, and I further covenant and agree that I 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 I agree 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 improvements in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND I hereby authorize and request the Commissioner of Patents of Canada and 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 Vernon, British Columbia, this 3rd day of May, 2006.

Jonathan Gale Ritchey
JONATHAN GALE RITCHEY

NOTARIAL CERTIFICATE

On this 3rd day of May, 2006, before me, personally appeared JONATHAN GALE RITCHEY, 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.

David Miles
Notary Public
My Commission is for Life

DAVID MILES
BARRISTER & SOLICITOR
#301-1665 ELLIS STREET
KELOWNA, BC V1Y 2B3
PHONE: 762-2108

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted this 3rd day of May, 2006.

EXRO TECHNOLOGIES INC.

(C/S)

By:
Name:
Title:

Jonathan Ritchey
Jonathan Ritchey
Founder, CEO