

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Outland Technologies USA, Inc.	08/16/2006
RECEIVING PARTY DATA	
Name:	Outland Technologies, Inc.
Street Address:	Bay 104, 512 Moraine Road, N.E.
City:	Calgary
State/Country:	CANADA
Postal Code:	T2A-2P2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6497564
CORRESPONDENCE DATA	
Fax Number:	(360)671-2489
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Michael F. Hughes, Reg. No. 41,084
Address Line 1:	4164 Meridian Street
Address Line 2:	Suite 302
Address Line 4:	Bellingham, WASHINGTON 98226
ATTORNEY DOCKET NUMBER:	M316094-2
NAME OF SUBMITTER:	Michael F. Hughes
Total Attachments: 2 source=Executed Assignment-2#page1.tif source=Executed Assignment-2#page2.tif	

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PATENT
REEL: 018132 FRAME: 0649

ASSIGNMENT

WHEREAS, **Outland Technologies USA, Inc.**, (hereinafter referred to as "ASSIGNOR"), a corporation duly organized under the laws of Alberta, Canada having its principal place of business at **Bay 104, 512 Moraine Road, N.E., Calgary, Alberta T2A-2P2 CANADA**, is the owner of certain U.S. and Foreign patents and patent applications, as listed below, these being referred to as the "US and Foreign Patent Rights, these patents and patent applications being as follows:

- a) U.S. Patent No. 6,497,564 B2
Issued on December 24, 2002
Title: "Balanced Rotor Design"
- b) European Patent Application 01942400.1
Filed on August 31, 2000
Title: "Balanced Rotor Design"

WHEREAS **Outland Technologies, Inc.** (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of Alberta, Canada having its principal place of business at **Bay 104, 512 Moraine Road, N.E., Calgary, Alberta T2A-2P2 CANADA**, is desirous of acquiring the entire right, title and interest in and to said U.S. and Foreign Patent Rights, and any and all continuation, non-provisional, divisional, renewal substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon.

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE'S legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE'S legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the U.S. Patent and Trademark Office to issue said Letters Patent to said ASSIGNEE.

ASSIGNOR also agrees that this Assignment includes ASSIGNOR'S Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNOR further agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNOR further agrees that he will, upon request by ASSIGNEE, but at ASSIGNEE'S expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said application or any continuation, divisional, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNOR will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Calgary, Alberta, CANADA this 16th day of August, 2006.



Kenneth R.S. Bell, President and CEO
Outland Technologies USA, Inc.

NOTARY PUBLIC:

Sworn to and subscribed in my presence on this 16th day of August 2006



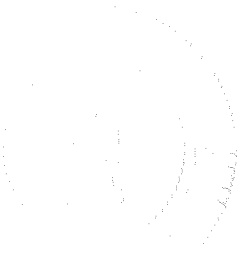
Notary Public in and for Alberta

In the Province of Alberta

Residing in Calgary

My Commission Expires PETER E. SOBY

My Commission Expires at
the pleasure of the
Lieutenant Governor

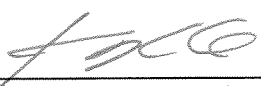

Place Calgary, Alberta

Date: August 16, 2006

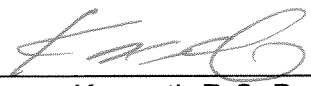
Country Canada

Assignor: Outland Technologies USA, Inc.

Assignee: Outland Technologies, Inc.

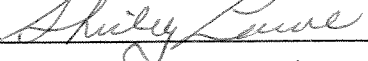


Name: Kenneth R. S. Bell
Title: President and CEO

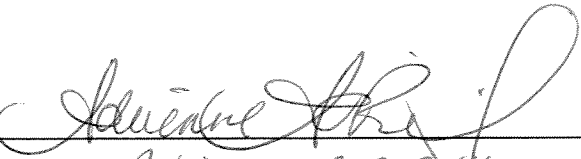


Name: Kenneth R.S. Bell
Title: President and CEO

Witnesses:

a) 

Name: SHIRLEY LOWE
Citizenship: CANADIAN

b) 

Name: Adrienne A. O'Reilly
Citizenship: Canadian