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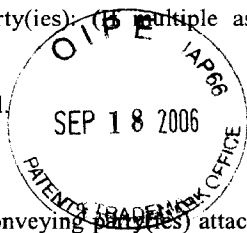
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r copy thereof.

TO THE ASSISTANT COMMISSIONER FOR PATENTS: 1

1. Name of conveying party(ies): (If multiple assignors, list numerically)

Kashiwara Seitai Co. Ltd.



Additional name(s) of conveying party(ies) attached?

() Yes (X) No

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

Name: AIR-PAQ, Inc.

Address: 22456 Bywater Road, Lake Forest
California 92630, USA

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above)

June 15, 2003

4. Application number(s) or Patent number(s):

() Application(s) filed herewith:

(X) Application No.: 898,678
Filing Date: June 15, 1992(X) Patent No.: 5,261,446
Issue Date: November 16, 1993

Additional numbers attached? () Yes (X) No

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

Name: Yasuo Muramatsu
MURAMATSU & ASSOCIATES
Internal Address: Suite 310
Street Address: 114 Pacifica
City: Irvine State: CA ZIP: 92618
Attorney's Docket No.: AIRPAQ.G07

7. Total fee (37 CFR 3.41): \$40.00

- (X) Enclosed
() Authorized to be charged to deposit account

8. Deposit account number:

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: 1

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Yasuo Muramatsu
Name of Person Signing

Yasuo Muramatsu
Signature

9-13-06
Date

38,684
Registration No.

Total number of pages including cover sheet, attachments and document: 76

Mail documents to be recorded with required cover sheet information to:

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Assistant Commissioner for Patents
Box Assignments
Alexandria, VA 22313-1450

PATENT TRANSFER AGREEMENT


THIS PATENT TRANSFER AGREEMENT ("Agreement") is made, and entered into, this 15th day of June, 2003, by, and between, Air Paq, Inc., formerly known as Emthree Enterprises Corporation, a Nevada corporation ("Transferee") and K. K. Kashiwara Seitai, a Japanese corporation ("Transferor"). This Agreement is made effective upon execution by Transferor and such execution shall be deemed to have been made in the County of Orange, State of California, United States of America.

1. Assignment of Patents. Transferor hereby assigns and transfers all of Transferor's right, title, and interest, legal and equitable, in, and to, the following patents:

	<u>Date</u>	<u>Patent No.</u>	<u>Country</u>
(a)	1987/06/23	4674532	USA
(b)	1994/07/21	2025512	Japan
(c)	1994/10/22	2029878	Japan
(d)	1987/11/24	4708167	USA
(e)	1993/11/05	2622675	France
(f)	1989/07/25	4850912	USA
(g)	1991/09/11	2211815	England
(h)	1990/05/24	1219879	Italy
(i)	1992/08/06	38123061	Germany
(j)	1993/11/16	5261466	USA
(k)	1993/05/11	5209264	USA
(l)	1995/02/14	5388910	USA
(m)	1996/08/10	5540500	USA
(n)	1999/07/27	5927336	USA

The foregoing patents are referred to collectively as "Transferor Patents."

Although Transferor is not the legal patent holder on each of the Transferor Patents, Transferor hereby transfers all interest which Transferor may have in each of such patents.



Transferor shall execute all documents, and perform all acts, reasonably necessary to transfer the Transferor Patents to Transferee. To the extent that any of the above patents is held by a person other than Transferor, Transferor shall cause the patent holder of record to execute such documents, and to perform such acts, as are reasonably necessary to transfer the Transferor Patents to Transferee.

2. Related Technology. Transferor acknowledges that it has had access to the technology contained in the Transferor Patents and to related technology. To the extent that Transferor holds any right, title or interest in any technology related to the Transferor Patents, or any of them, Transferor hereby assigns all of Transferor's right, title and interest therein to Transferee.

Transferor shall not have or claim to have any intellectual property right of any kind in the Transferor Patents or the related technology and Transferor shall not file any application to seek to obtain any title or interest in, or any claim to, any such intellectual property right. Nor shall Transferor commence any action or other proceeding to claim any such intellectual property right.

In the event that Transferor develops any modification or improvement of the Transferor Patents or the related technology or any derivative work from the Transferor Patents or the related technology, each such modification, improvement, or derivative shall be the sole and exclusive intellectual property of Transferee.

3. Confidential Information. As a result of the development of the Transferor Patents and the related technology, Transferor has knowledge of certain information with respect to them and with respect to Air Paq Machine or the Air Paq Technology which Transferee deems to be trade secret and confidential ("Confidential Information"). By the execution of this Agreement, Transferor acknowledges and agrees that the Confidential Information is confidential, proprietary to Transferee, and a trade secret of Transferee.

4. Non-Disclosure. Transferor shall hold in confidence and shall not disseminate, disclose, publish, use for Transferor's benefit or for another's benefit, directly or indirectly, or permit another to use or exploit in any way any Confidential Information, as defined herein, unless and until such information has been disseminated or made available to the general public by Transferee through no action of Transferor or unless otherwise required by court order to comply with applicable law.

5. Non-Circumvention. Transferor agrees not to form or to operate, to participate in the formation or the operation of, or to provide services to, or on behalf of, any business which utilizes any Confidential Information as defined herein. Transferor further agrees that no subsidiary, affiliate, or related entity of Transferor shall violate this provision in any way.

6. Consideration. Transferor acknowledges that it has received good and sufficient consideration for this transfer, including, without limitation, payment in the sum of One Dollar U.S. (\$1.00 U.S.).

7. Representations and Warranties of Transferor. Transferor warrants and represents that:

(a) Transferor is legally authorized to enter into this Agreement and Transferor's entry into this Agreement shall not violate any other agreement, covenant, or condition to which Transferor is a party; and

(b) Transferor has not previously assigned or transferred any interest in the Transferor Patents or the related technology to any other person.

8. Representations and Warranties of Transferee. Transferee warrants and represents that Transferee is legally authorized to enter into this Agreement and Transferee's entry into this Agreement shall not violate any other agreement, covenant, or condition to which Transferee is a party.

9. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, telegraphed, or sent by facsimile transmission and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice; (ii) if sent by certified or registered mail, three (3) business days after the date of mailing; (iii) if given by telegraph, one (1) business day after the date delivered to the telegraph company, with charges prepaid; or (iv) if given by facsimile transmission, the date transmitted. Any notice, request, demand, direction or other communication sent by telegraph or facsimile transmission must be perfected within forty-eight (48) hours by mailing a copy in the United States Mail, first class, postage prepaid.

To Transferee: Kenny Nakagawa, President
 Air Paq, Inc.
 22456 Bywater Road
 Lake Forest, California

 (Fax) (949) 586-2651

To Transferor: Sachiko Takahasi, President
 K.K. Kashiwara Seitai
 5, 1-13 Taiheiji
 Kashiwara - City
 Osaka, Japan 582-0017

 (Fax) (0729) 71-6618

Notice of change of address shall be given by written notice in the manner detailed in this paragraph. Rejection or other refusal to accept or the failure to deliver due to any change of address of which no notice was given shall not effect the time at which such notice shall be deemed to have been given and shall constitute receipt of such communication.

10. Severability. Each and every provision of this Agreement is severable from each and all of the other provisions of this Agreement. In the event that any provision of this Agreement is for any reason unenforceable, the balance of the Agreement shall nonetheless remain in full force and effect.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matters referred to herein. No representation, covenant, undertaking, promise, or other prior or contemporary agreement, whether oral or written, respecting such subject matters, which is not specifically contained herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties hereto acknowledge that each party has not executed this Agreement in reliance on any promise, representation, or warranty, which is not contained herein.

12. Construction. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party. The Agreement is to be performed in the County of Orange, State of California, and shall be interpreted, enforced and governed by, and under, the laws of the State of California and the federal law of the United States of America with respect to patents. Any action with respect to or relating to the subject matter of this Agreement shall only be filed in the County of Orange, State of California and any arbitration proceeding with respect to or relating to the subject matter of this Agreement shall only be heard in the County of Orange, State of California.

13. Modification. This Agreement shall not be modified by either party by any oral representation or agreement made before, or after, the execution of this Agreement. All modifications to this Agreement must be in writing and signed by each party hereto.

14. Binding on Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties and to their respective heirs and legal representatives, successors, and Transferors.

15. Cooperation. The parties agree to perform any and all acts and to execute and deliver, upon request, any and all documents reasonably necessary or convenient to carry out the terms of this Agreement.

16. Place of Payment. All payments required to be made under this Agreement are to be made in the County of Orange, State of California.

THE SPACE BELOW THIS LINE IS INTENTIONALLY LEFT BLANK.

17. U.S. Dollars. All payments and amounts set forth in this Agreement are in U.S. Dollars.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AIR PAQ, INC., formerly Emthree Enterprise Corporation, a Nevada corporation
("Transferee")

By: 
Kenny Nakagawa, President

K. K. KASHIWARA, a Japanese corporation
("Transferor")

By: 
Sachiko Takahashi, President

Registered No. 88

NOTARIAL CERTIFICATE

This is to certify that Hidetoshi Koyanagi an agent of Sachiko Takahashi President of K.K. Kashiwara Seitai has stated in my very presence that said person acknowledged her-self to have signed to attached document.

Dated this 15th day of June, 2003

Notary

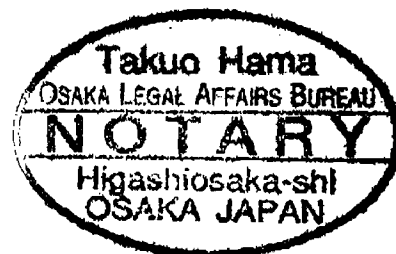
Takuo Hama

1-2-8 Takaidamotomachi Higashiosaka-shi

Osaka pref. Japan

Osaka Legal Affairs Bureau

登録番号 88



認

証

署名者 株式会社相摩製鉄の代表取締役 高橋 幸子 の代理人
小柳 秀紀 は、本職の面前で署名者が、この証書に署名した
ことを自認した。 以上認証する。

平成 15 年 7 月 15 日

本公証人役場において

大阪府東大阪市高井田元町1丁目2番8号

大阪法務局所属

公証人

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