

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gaiser Tool Co.	01/01/2007
RECEIVING PARTY DATA	
Name:	Edwards Enterprises
Street Address:	16000 Table Mountain Parkway
City:	Golden
State/Country:	COLORADO
Postal Code:	80403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10710139
CORRESPONDENCE DATA	
Fax Number:	(303)893-1379
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	pantea.garroussi@dgsllaw.com
Correspondent Name:	Pantea Garroussi, Davis Graham & Stubbs
Address Line 1:	1550 17th Street, Suite 500
Address Line 4:	Denver, COLORADO 80202
ATTORNEY DOCKET NUMBER:	031803-0022
NAME OF SUBMITTER:	Pantea Garroussi
Total Attachments: 5 source=Gaiser#page1.tif source=Gaiser#page2.tif source=Gaiser#page3.tif source=Gaiser#page4.tif source=Gaiser#page5.tif	

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REEL: 019154 FRAME: 0364

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made as effective as of the 1st of January, 2007, by and between Gaiser Tool Co., a California corporation ("Seller"), and Edwards Enterprises, a California corporation ("Buyer").

WHEREAS, Seller and Buyer have entered into an Asset Purchase Agreement dated December 29, 2006 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, assign and transfer to Buyer substantially all of the assets of Seller, including all of Seller's rights, title and interest in, to and under the trademark and trademark applications listed in the attached Schedule A and the patent application listed in the attached Schedule B (collectively the "Intellectual Property"), the trademark and patent being registered with United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, transfers, assigns, and otherwise conveys to Buyer all of Seller's right, title, and interest in, to and under the Intellectual Property, the goodwill of the business symbolized by and associated with the Intellectual Property, the United States Patent and Trademark Office registration numbers associated with the Intellectual Property, and all rights to proceeds of the foregoing, including, without limitation, any suits, causes of action and claims against third parties for, or any profits arising from, past, present, or future infringement of the Intellectual Property or violations of the licenses of the Intellectual Property.

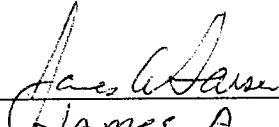
Seller covenants that it will, at any time and from time to time, at the request of Buyer, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and documents as Buyer may reasonably request to evidence or record the assignment of the Intellectual Property and the associated rights to Buyer as stated above.

[signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment Agreement to be executed as of the date first above written.

SELLER:

GAISER TOOL CO.

By: 
Name: James A Gaiser
Its: President

BUYER:

EDWARDS ENTERPRISES

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property Assignment Agreement to be executed as of the date first above written.

SELLER:

GAISER TOOL CO.

By: _____

Name: _____

Its: _____

BUYER:

EDWARDS ENTERPRISES

By: Steven M. Rask

Name: STEVEN M. RASK

Its: CEO

SCHEDULE A

Word Mark: GAISER; Serial Number: 78526585; Registration Number: 3038016.

Pending trademark applications in China on “Gaiser,” Application Numbers: 4526112 and 4526113.

SCHEDULE B

Utility Patent Filing – United States Patent Application Number: 10/710139