

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	08/14/2007

CONVEYING PARTY DATA

Name	Execution Date
Brookdale International Systems, Inc.	08/14/2007

RECEIVING PARTY DATA

Name:	Essex P.B. & R. Corp.
Street Address:	7700 Gravois Ave.
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63123

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	5996580
Patent Number:	5640952
Patent Number:	7210477
Patent Number:	5186165
Patent Number:	5315987
Patent Number:	5394867
Patent Number:	6041778
Patent Number:	6758212
Patent Number:	6761162

CORRESPONDENCE DATA

Fax Number: (314)612-7874
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 314-444-7874
 Email: tbranson@lewisrice.com

OP \$360.00 5996580

Correspondent Name: Terri Branson
Address Line 1: 500 N. Broadway, Suite 2000
Address Line 2: Lewis, Rice & Fingersh, L.C.
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	025413.11933
-------------------------	--------------

NAME OF SUBMITTER:	Terri Branson
--------------------	---------------

Total Attachments: 5
source=BROOKDALEPATENTASSIGN#page1.tif
source=BROOKDALEPATENTASSIGN#page2.tif
source=BROOKDALEPATENTASSIGN#page3.tif
source=BROOKDALEPATENTASSIGN#page4.tif
source=BROOKDALEPATENTASSIGN#page5.tif

PATENT ASSIGNMENT

This Patent Assignment (this "*Assignment*") is made this 14th day of August, 2007 between BROOKDALE INTERNATIONAL SYSTEMS, INC, a company incorporated pursuant to the laws of British Columbia ("*Assignor*") and ESSEX P.B. & R CORP, a company incorporated pursuant to the laws of the State of Missouri, U S.A. ("*Assignee*").

RECITALS

A. Assignee and Assignor are parties to that certain Agreement of Purchase and Sale dated as of July 26, 2007 (the "*Purchase Agreement*").

B. Assignor is the owner of those patents, patent rights, inventions and improvements detailed on Exhibit A (the "*Patents*")

C. Pursuant to the terms of the Purchase Agreement, Assignor wishes to assign the Patents to Assignee on the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. Assignment of Patents and Related Rights. Assignor hereby grants, assigns and conveys to Assignee the entire right, title and interest of Assignor, if any, in and to the Patents and to the inventions and improvements described and claimed therein all of which are identified on Exhibit A attached hereto and made a part hereof, together with: (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all income, royalties, damages and payments now and hereinafter due and payable or payable under and with respect thereto, including damages and payments for past or future infringements thereof; (iii) the right to sue and collect any and all damages for past, present and future infringements thereof; and (iv) all rights, title and interests corresponding thereto throughout the world.

Assignor further authorizes and requests the Director of Patents of the United States to issue to Assignee, its successors, assigns and legal representatives, in accordance with this assignment, any and all United States Letters Patent on said inventions or any of them disclosed in said applications;

Assignor agrees that Assignee may apply for and receive foreign Letters Patent or rights of any other kind for said inventions, or any of them; and may claim, in applications for said foreign Letters Patent or other rights, the priority of the United States patents and applications listed in Exhibit A under the provision of the International Convention of 1883 and later modifications thereof, under the Patent Cooperation Treaty, under the European Patent Convention or under any other available international agreement; and that, when requested, without charge to, but at the expense of, Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Assignor or the executors or administrators of the Assignor will, for the United States and all foreign countries, execute all original, divisional, continuation, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all said inventions; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to Assignee, its successors, assigns and representatives, all fact known and documents available to the Assignor relating to said inventions and the history thereof; and testify in all legal proceedings regarding said patent; and

2. **Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure here from, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given

3. **Captions.** Captions contained in this Assignment have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision hereof.

4. **Exhibits.** All of the Exhibits attached to this Assignment are deemed incorporated herein by reference.

5. **Further Assurances.** The parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Assignment.

6. **Governing Law.** This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within Missouri, without regard to choice or conflict of laws rules.

7. **Successors and Assigns.** All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

8. **Third-Party Beneficiary.** This Assignment is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Assignment.

10. **Power of Attorney.** Assignor hereby irrevocably makes, constitutes and appoints Assignee and its successor and assigns, as its true and lawful attorney in fact, with full power of substitution, for the Assignor in its name and stead, or otherwise, by and on behalf of and for the benefit of Assignee and its successors and assigns: (i) to execute, for the United States and all foreign countries, all original, divisional, continuation, continuing, substitute, renewal, reissue, and all other patent applications or other documents on any and all inventions and improvements identified on Exhibit A as Assignee and its successors and assigns may deem necessary or desirable to effectuate this Assignment; (ii) to execute all rightful oaths, assignments, powers of attorney and other papers relating thereto or to said inventions and improvements as Assignee and its successors and assigns may deem necessary or desirable to effectuate this Assignment; and (iii) and to do all such lawful acts and things in relation to any of the foregoing as Assignee and its successors and assigns may deem necessary or desirable to effectuate this Assignment

[signature page immediately follows]

ASSIGNOR:

ASSIGNEE:

BROOKDALE INTERNATIONAL SYSTEMS, INC.

ESSEX P B & R. CORP

By: *Derrick Russell*
Name: Derrick Russell
Title: President and Chief Executive Officer

By: _____
Name: _____
Title: _____

_____)
_____) SS
_____)

On this 10 day of AUGUST, 2007, before me personally appeared Derrick Russel, to me known to be the President and Chief Executive Officer of BROOKDALE INTERNATIONAL SYSTEMS, INC., and that this instrument was signed on behalf of such corporation, by authority of its Board of Directors, and said President and Chief Executive Officer acknowledged before me that this instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the CITY of TORONTO aforesaid, the day and year above written.

Bonnie Lynn McIlmoyl
Notary Public

BONNIE LYNN MCILMOYL
Notary Public
in and for the Province of Ontario
7070 MISSISSAUGA ROAD
MISSISSAUGA, ONTARIO L6N 5M8

My commission expires:

STATE OF MISSOURI)
_____) SS.
_____ OF _____)

On this ____ day of _____, 2007, before me personally appeared _____, to me known to be the _____ of ESSEX P B. & R. CORP., and that this instrument was signed on behalf of such corporation, by authority of its Board of Directors, and said _____ acknowledged before me that this instrument to be the free act and deed of such corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year above written.

Notary Public

My commission expires:

ASSIGNOR:

BROOKDALE INTERNATIONAL SYSTEMS, INC

By: _____
Name: Derrick Russell
Title: President and Chief Executive Officer

ASSIGNEE:

ESSEX P.B. & R. CORP

By: [Signature]
Name: Keith B. Guller
Title: CEO

_____)
_____) SS.
_____)

On this ____ day of _____, 2007, before me personally appeared Derrick Russel, to me known to be the President and Chief Executive Officer of BROOKDALE INTERNATIONAL SYSTEMS, INC., and that this instrument was signed on behalf of such corporation, by authority of its Board of Directors, and said President and Chief Executive Officer acknowledged before me that this instrument to be the free act and deed of such corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ aforesaid, the day and year above written

Notary Public

My commission expires:

STATE OF MISSOURI)
City OF St. Louis) SS

On this 13th day of August, 2007, before me personally appeared Keith B. Guller to me known to be the CEO of ESSEX P.B. & R. CORP, and that this instrument was signed on behalf of such corporation, by authority of its Board of Directors, and said Keith B. Guller acknowledged before me that this instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year above written.

Terri L. Branson
Notary Public

My commission expires:

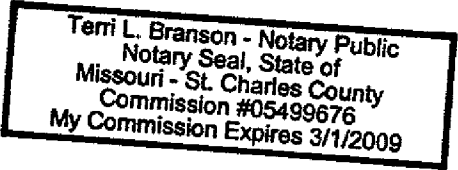


EXHIBIT A
TO
PATENT ASSIGNMENT
PATENTS

1. US Patent No 5,996,580
2. US Patent No. 5,640,952
3. US Patent No. 7,210,477
4. US Patent No 5,186,165
5. US Patent No. 5,315,987
6. US Patent No. 5,394,867
7. US Patent No. 6,041,778
8. US Patent No. 6,758,212
9. US Patent No 6,761,162