

<b>PATENT ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

**03/03/2008**  
**500476803**

<b>SUBMISSION TYPE:</b>	<b>CORRECTIVE ASSIGNMENT</b>
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the The Patent No. to which the Assignment is to be registered. previously recorded on Reel 020557 Frame 0984. Assignor(s) hereby confirms the The Assignment be registered against US Patent No. 6,876,202. Please remove assignment from US Application No.12/036,657..
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GEOTECH LTD.	02/08/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GEOTECH AIRBORNE LIMITED
<b>Street Address:</b>	Suite 7, Manor Lodge No. 3, Lodge Hill
<b>City:</b>	St. Michael
<b>State/Country:</b>	BARBADOS
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6876202
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(416)595-8695
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	416.595.2121
<b>Email:</b>	jkulasingham@millerthomson.com
<b>Correspondent Name:</b>	Janani Kulasingam
<b>Address Line 1:</b>	Scotia Plaza, 40 King St. W., Suite 5800
<b>Address Line 4:</b>	Toronto, CANADA M5H 3S1
<b>ATTORNEY DOCKET NUMBER:</b>	55789.0028
<b>NAME OF SUBMITTER:</b>	Eugene Gierczak
<b>Total Attachments: 4</b> source=Geotech Airborne Limited Assignment#page1.tif source=Geotech Airborne Limited Assignment#page2.tif source=Geotech Airborne Limited Assignment#page3.tif	

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<b>PATENT ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GEOTECH LTD.	02/08/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GEOTECH AIRBORNE LIMITED
<b>Street Address:</b>	Suite 7, Manor Lodge No. 3, Lodge Hill
<b>City:</b>	St. Michael
<b>State/Country:</b>	BARBADOS
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12036657
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(416)595-8695
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	416.595.2121
<b>Email:</b>	jkulasingam@millერთhompson.com
<b>Correspondent Name:</b>	Janani Kulasingam
<b>Address Line 1:</b>	Scotia Plaza, 40 King St. W., Suite 5800
<b>Address Line 4:</b>	Toronto, CANADA M5H 3S1
<b>ATTORNEY DOCKET NUMBER:</b>	055789.0028
<b>NAME OF SUBMITTER:</b>	Eugene Gierczak
<b>Signature:</b>	/EJAG/

Date:

02/26/2008

Total Attachments: 4

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RECEIPT INFORMATION

EPAS ID: PAT483848

Receipt Date: 02/26/2008

Fee Amount: \$40

ASSIGNMENT

WHEREAS **GEOTECH LTD.**, whose full post office address is 245 Industrial Parkway North, Aurora, Ontario, L4G 4C4, Canada is the holder of rights relating to an invention entitled **SYSTEM, METHOD AND COMPUTER PRODUCT FOR GEOLOGICAL SURVEYING UTILIZING NATURAL ELECTROMAGNETIC FIELDS** defined as "AFMAG Technology" in accordance with Schedule "A".

AND WHEREAS **GEOTECH AIRBORNE LIMITED**, a corporation duly organized under the laws of Barbados, and whose full postal address is Suite 7, Manor Lodge No. 3, Lodge Hill, St. Michael, Barbados has acquired from **GEOTECH LTD.** all right, title, and interest in Canada, the United States of America, and all other countries in and to said AFMAG Technology, including without limitation, all right, title and interest in and to the AFMAG Patents, as defined in Schedule "A", and in and to any other Letters Patent that may be granted thereon and in any re-issue or extension thereof or in any Improvements, as defined in Schedule "A", therein now existing or hereinafter arising;

AND WHEREAS the said **GEOTECH LTD.** is willing to sell, assign, transfer and convey the Geotech Patents and such other rights in the AFMAG Technology unto **GEOTECH AIRBORNE LIMITED**.

NOW THEREFORE in consideration of the payment to the said **GEOTECH LTD.** by **GEOTECH AIRBORNE LIMITED** of one million Canadian dollars (CDN\$1,000,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said **GEOTECH LTD.** confirms that it has sold, assigned and transferred and does hereby sell, assign and transfer unto the said **GEOTECH AIRBORNE LIMITED**, its full and exclusive right in the AFMAG Technology including its entire right, title and interest in and to any and all Letters Patent which may be granted for the AFMAG Technology, and in and to any divisions, continuations, continuations-in-part, extensions of, and supplementary disclosures thereto, and in and to any Improvements, additions or modifications to said AFMAG Technology and, in jurisdictions where available, the right to claim damages for past infringement upon said AFMAG Technology, together with the right to claim the benefit

of the right of priority provided by the International Convention for the Protection of Industrial Property based on the said AFMAG Technology.

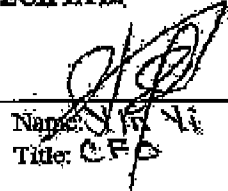
GEOTECH LTD. agrees without further consideration to do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Letters Patent for said AFMAG Technology and for additions and modifications thereto in any and all countries, and to vest title thereto, in said assignee, its successors, assigns and legal representatives or nominees.

GEOTECH LTD, hereby authorizes and requests the Commissioner of Patents and Trademarks to transfer said issued Letters Patent and to issue said Letters Patent relating to the AFMAG Patents to said GEOTECH AIRBORNE LIMITED, the assignee of the entire right, title and interest in and to the same, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted as fully and entirely as the same would have been held had this assignment not been made.

SIGNED at the Town of Aurora in the Province of Ontario this 8th day of February, 2008

GEOTECH LTD.

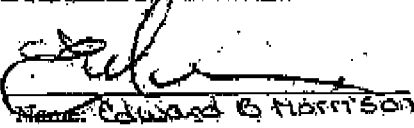
Per:

  
Name: Y. F. Yi  
Title: CEO

SIGNED at the Town of Aurora in the Province of Ontario this 8th day of February, 2008

GEOTECH AIRBORNE LIMITED

Per:

  
Name: Edward G. Morrison  
Title: Director

**SCHEDULE "A"**

In this Assignment, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the meanings indicated below:

- (a) "AFMAG Patents" means United States Patent No. 6,476,202 and Canadian Patent Application No. 2,412,081 entitled "System, Method and Computer Product for Geological Surveying Utilizing Natural Electromagnetic Fields" including, without limitation, all renewals, reissues, extensions and continuations (in whole or in part) thereof and additions or modifications thereto.
- (b) "AFMAG Technology" means all technology, software, hardware, engineering data, technical data, manufacturing information, process, apparatus, methods, processes and systems relating to a System, Method and Computer Product for Geological Surveying Utilizing Natural Electromagnetic Fields in which GEOTECH LTD. has a proprietary interest including, without limitation, the following:
- (i) all engineering diagrams, construction diagrams, workflow diagrams, training manuals and operations manuals;
  - (ii) troubleshooting or de-bugging guides;
  - (iii) parts lists and manufacturing part numbers;
  - (iv) subcontractor lists and component supplier lists and contact information;
  - (v) quality control and data handling procedures;
  - (vi) custom software to process data including but not limited to AFMAG-4 and documentation related thereto;
  - (vii) processing procedures developed using commercial software;
  - (viii) all Intellectual Property in or related to the foregoing including, without limitation, the AFMAG Patents; and
  - (ix) all improvements in or related to the foregoing.
- (c) "Improvements" means any and all improvements, variations, refinements, enhancements, modifications and developments (whether by GEOTECH LTD. or GEOTECH AIRBORNE LIMITED, whichever the case may be) relating to the AFMAG Technology, but specifically excluding improvements, variations, enhancements, modifications and developments that do not embody the AFMAG Technology, whether such technology is competitive with the AFMAG Technology or not;

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- (d) "Intellectual Property" means all intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of Canada, any foreign country, or any political subdivision thereof, including, without limitation:
- (i) all domestic and foreign patents and patent applications and the registrations, applications, renewals, reissues, extensions and continuations (in whole or in part) thereof and additions or modifications thereto;
  - (ii) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers;
  - (iii) copyrights, moral rights (including rights of attribution and rights of integrity);
  - (iv) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know how and other confidential or proprietary information whether or not reduced to practice;
  - (v) all goodwill associated with (i) through (iv) above; and
  - (vi) all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (v) above.