

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-------------------------|----------------|
| Benjamin Stuart Sparrow | 01/20/2009 |
| Joshua Zoshi | 01/20/2009 |
| James Tang | 01/20/2009 |

RECEIVING PARTY DATA

| | |
|-----------------|----------------------------------|
| Name: | Saltworks Technologies Inc. |
| Street Address: | #301 - 2222 Prince Edward Street |
| City: | Vancouver |
| State/Country: | CANADA |
| Postal Code: | V5T 4M6 |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|---------------------|----------|
| Application Number: | 12360714 |

CORRESPONDENCE DATA

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Address Line 2: Troutman Sanders LLP

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:

SALT1

NAME OF SUBMITTER:

Pamela G. Mashburn

Total Attachments: 3

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PATENT

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ASSIGNMENT

WHEREAS, WE: Benjamin Stuart Sparrow of #301 - 2222 Prince Edward Street, Vancouver, B.C. V5T 4M6 and Joshua Zoshi of 2256 Spruce Street, Vancouver, B.C. V6H 2P3 and James Tang of 1668 35th Avenue, Vancouver, B.C. V5P 1B3 have invented certain new and useful improvements in: METHOD AND APPARATUS FOR DESALINATING SALTWATER USING CONCENTRATION DIFFERENCE ENERGY ("Invention"), for which an application for Letters Patent is being made in the PCT Office on January 21, 2009 under serial number PCT/CA2009/000080;

WHEREAS, Saltworks Technologies Inc. (hereinafter referred to as "ASSIGNEE") having a place of business at #301 - 2222 Prince Edward Street, Vancouver, B.C. V5T 4M6 is desirous of acquiring and having assigned to it the entire right, title and interest in and to said Invention and in and to any Letters Patent that may be granted therefor in any and all countries; and

WHEREAS WE have agreed to assign the entirety of our right, title and interest in and to said Invention and in and to any Letters Patent that may be granted therefor in any and all countries;

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, by these presents do sell, assign and transfer unto said ASSIGNEE, the entirety of our right, title and interest in and to said Invention in all countries and the entirety of our right, title and interest in and to any and all patent applications for said Invention in and to all Conventions and Treaty rights of all kinds, including the right to claim for any and all applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise, and in and to any and all divisions, extensions, continuations, continuations-in-part, non-provisionals, substitutions and renewals thereof, and all Letters Patents which may be granted therefor in any and all countries, and any reissues, re-examinations or extensions of said Letters Patent.

WE hereby authorize and request the Patent Office Officials in all countries to issue any and all of said Letters Patents, when granted, to said ASSIGNEE as the assignee of our entire

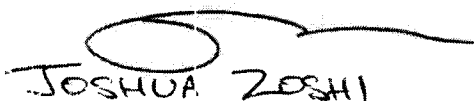
right, title and interest in and to the same, for the sole use and behoof of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patents may be granted, as fully and entirely as the same would have been held by us had this Assignment and sale not been made.

Further, WE agree that WE will communicate to said ASSIGNEE or its representatives any facts known to us respecting said Invention, and testify in any legal proceeding, sign all lawful papers, execute all papers relating to all divisional, continuation, continuation-in-part, extension, renewal, non-provisional or substitute thereof, and any renewal, re-examination and reissue of said Letters Patent, execute all necessary assignment papers to cause any and all of said Letters Patents to be issued to said ASSIGNEE, make all rightful oaths, and, generally do everything possible to aid said ASSIGNEE, its successors and assigns, to obtain and enforce proper protection for said Invention in any and all countries.

The undersigned hereby authorizes the firm of Gowling Lafleur Henderson LLP to correct errors in this assignment or to insert any further identification or other information necessary or desirable to make this Assignment suitable for recordal in any country.


EXECUTED at SALTWORKS TECHNOLOGIES INC. OFFICE this 20th
day of JANUARY, 2009.

Witness:



Print Name: JOSHUA ZOSHI

Inventor:

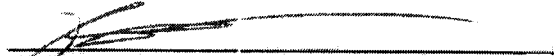


Benjamin Sparrow

EXECUTED at SALTWORKS TECHNOLOGIES INC., this 20TH
day of JANUARY, 2009.

Witness:

Inventor:



Print Name: BENJAMIN SPARROW


Joshua Zoshi

EXECUTED at SALTWORKS TECHNOLOGIES INC. OFFICE, this 20TH
day of JANUARY, 2009.

Witness:

Inventor:


Print Name: BENJAMIN SPARROW


James Tang