

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Master Agreement
CONVEYING PARTY DATA	
Name	Execution Date
All Terrain Runner Ltd	03/05/2008
RECEIVING PARTY DATA	
Name:	Absolute Equipment Solutions, Inc.
Street Address:	1338 - 36th Avenue NE
Internal Address:	Unit L
City:	Calgary, Alberta T2E 6T6
State/Country:	CANADA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6422515
CORRESPONDENCE DATA	
Fax Number:	(203)327-1096
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	203-324-6155
Email:	ccobb@ssjr.com
Correspondent Name:	Wesley W. Whitmyer, Jr.
Address Line 1:	986 Bedford Street
Address Line 2:	St. Onge Steward Johnston & Reens LLC
Address Line 4:	Stamford, CONNECTICUT 06905
ATTORNEY DOCKET NUMBER:	05048-P0002A
NAME OF SUBMITTER:	Wesley W. Whitmyer, Jr.
Total Attachments: 4 source=Agreement of All Terrain Runner, Ltd's part interest to Absolute Equipment Solutions, Inc#page1.tif source=Agreement of All Terrain Runner, Ltd's part interest to Absolute Equipment Solutions, Inc (2)#page1.tif source=Agreement of All Terrain Runner, Ltd's part interest to Absolute Equipment Solutions, Inc (3)#page1.tif source=Agreement of All Terrain Runner, Ltd's part interest to Absolute Equipment Solutions, Inc (4)#page1.tif	

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PATENT

THIS AGREEMENT made effective the 5th day of March, 2008,
BETWEEN:

ABSOLUTE EQUIPMENT SOLUTIONS, INC., a body corporate
duly incorporated pursuant to the laws of the Province of Alberta;
(hereinafter referred to as "AES")

OF THE FIRST PART

- and -

ALL TERRAIN RUNNER, INC., a body corporate duly incorporated pursuant to
the laws of the Province of Alberta;
(hereinafter referred to as "ATR")

OF THE SECOND PART

- and -

ABE NEUDORF, an individual resident in the Province of Alberta;
(hereinafter referred to as "Neudorf")

OF THE THIRD PART

MASTER AGREEMENT

WHEREAS:

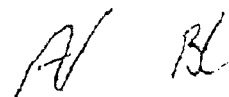
- A. AES has agreed to purchase the all assets of ATR which purchase is evidenced by the letter agreement dated March 05,2008 a true copy of which is attached hereto as Schedule "A";
- B. AES will acquire all of the right, title and interest of ATR in all the intellectual property of ATR as well as its 50% ownership in the All Terrain Runner product Patents .
- C. The parties have agreed to formalize the agreement between them by way of this Agreement;

A BC

NOW THEREFORE, for good and valuable consideration, including the mutual covenants herein contained, the parties agree as follows:

1. In this Agreement, the following definitions shall be used:
 - a. "ATR Equipment" shall mean that equipment described in paragraph 2 of this Agreement;
 - b. "All Terrain Runner" shall refer to the remote pickup device manufactured by ATR;
 - c. "Closing Date" means March 17, 2008;
 - d. "Effective Date" means the date above first written;
 - e. "Patents" means Canadian Patent 2,343,997 and US Patent 6,422,515 B1;
2. AES agrees to purchase all assets related to the production and servicing of the ATR for including all intellectual property owned by ATR, all parts for any remaining unassembled runners, all jigs, molds, drawings, and the following specific items:
3. AES will pay the funds to ATR with cheques dated as follows:
4. AES will employ Neudorf under the terms and conditions of the Employment Agreement attached as Schedule "B".

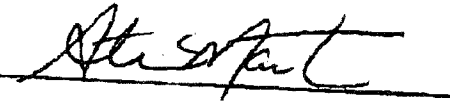
5. AES will lease the current ATR shop in the Taber area in accordance with the terms and conditions of the Lease Agreement attached as Schedule "C".
6. Neudorf agrees to provide AES with two days of training on the assembly, production and servicing of the ATR Runner within 2 months of the closing date at the AES Calgary facility.
- 7.
8. ATR agrees to notify all suppliers immediately following the closing of the asset purchase and advise them in writing of the change in ownership of the ATR assets, as well as advise them that only AES is authorized to order parts as described in the ATR drawings and specifications in their possession. Copies of all letters will be provided to AES.
- 9.
- 10.
11. ATR and Neudorf represent that Neudorf has the complete authority to bind ATR in to this agreement and that the majority of other shareholders or stakeholders in ATR have agreed to the terms of the Agreement and have no future claim on any the assets of ATR.
12. The closing of the transactions contemplated hereby may occur by the exchange of documents between counsel for the parties without the need of a formal closing meeting.
13. Time shall be of the essence of this Agreement.
14. This Agreement shall be governed by the laws of Alberta and the parties hereby irrevocably attorn to the jurisdiction of Alberta.



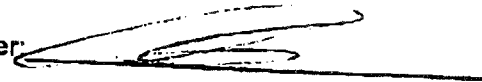
- 15. No amendment of this Agreement shall be made except in writing signed by all parties.
- 16. This Agreement shall be binding on the parties and their successors and lawful assigns.
- 17. This Agreement may be signed in counterpart copies.

Dated effective the date and year first above written.

**ABSOLUTE EQUIPMENT SOLUTIONS,
INC.**

Per: 

ALL TERRAIN RUNNER, INC.,

Per: 

ABE NEUDORF.,

