

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
<b>CONVEYING PARTY DATA</b>									
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Phil Hetherington</td> <td>04/08/2003</td> </tr> <tr> <td>Xueman Li</td> <td>04/10/2003</td> </tr> <tr> <td>Pierre Zakarasuskas</td> <td>04/08/2003</td> </tr> </tbody> </table>		Name	Execution Date	Phil Hetherington	04/08/2003	Xueman Li	04/10/2003	Pierre Zakarasuskas	04/08/2003
Name	Execution Date								
Phil Hetherington	04/08/2003								
Xueman Li	04/10/2003								
Pierre Zakarasuskas	04/08/2003								
<b>RECEIVING PARTY DATA</b>									
Name:	Wavemakers Inc.								
Street Address:	134 Abbott Street								
Internal Address:	Suite 302								
City:	Vancouver, B.C.								
State/Country:	CANADA								
Postal Code:	V6B 2K4								
<b>PROPERTY NUMBERS Total: 1</b>									
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>13013358</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	13013358				
Property Type	Number								
Application Number:	13013358								
<b>CORRESPONDENCE DATA</b>									
Fax Number:	(312)321-4299								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	3128403266								
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ATTORNEY DOCKET NUMBER:	14295-521								
NAME OF SUBMITTER:	Joseph S. Hanasz								
Total Attachments: 2									

CH \$40.00 13013358

**501432119**

**PATENT  
 REEL: 025773 FRAME: 0210**

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**ASSIGNMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, I/(We) the undersigned, **PHIL HETHERINGTON; XUEMAN LI; and PIERRE ZAKARAUSKAS** hereby sell(s), assign(s) and transfer(s) to **WAVEMAKERS INC.**, a Canadian corporation having a principal place of business at Suite 302, 134 Abbott Street, Vancouver, B. C. V6B 2K4, Canada ("Assignee"), and its successors, assigns and legal representatives, my/our entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent and is entitled:

**"METHOD AND APPARATUS FOR SUPPRESSING WIND NOISE"**

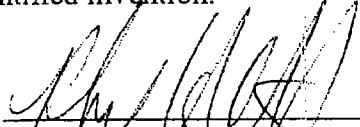
and in and to said application and all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application; agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other

agreement affecting the rights and property herein conveyed has (have) been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

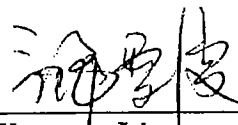
The inventor hereby yet further agrees to, with respect to the referenced patent application, at the expense of the Assignee:

- (i) testify in any legal proceedings;
- (ii) sign all lawful papers;
- (iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications;
- (iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patented Invention in all countries, and
- (v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Application or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above-identified invention.

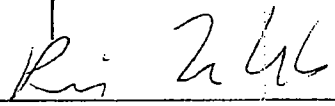
Dated: April 8<sup>th</sup> 2003

  
 Phil Hetherington

Dated: April 10th, 2003

  
 Xueman Li

Dated: April 8<sup>th</sup>, 2003

  
 Pierre Zakarauskas