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To the Honorable Commissioner of Patents

102455886

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Mining Know-How, Inc.

4-24-03

- Individual(s)
- General Partnership
- Corporation-State Colorado
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Runge Limited

Internal Address: Level 17, Central Plaza One

Street Address: 345 Queen Street

City: Brisbane State: QLD ZIP: 4000, Australia

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Australia
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,385,014
1,351,501
1,353,813

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David A. Weinstein

Internal Address: Suite 2600

Street Address: 1600 Broadway

City: Denver State: CO ZIP: 80202

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41):..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/22/2003 DBYRNE 00000099 1385014

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David A. Weinstein

Name of Person Signing

Signature

APR 22, 2003

Date

Total number of pages comprising cover sheet: _____

TRADEMARK

TRADEMARK ASSIGNMENT

WHEREAS, Mining Know-How, Inc., a Colorado corporation (hereafter "Assignor") is the owner of the entire right, title and interest in and to the trademarks listed on Schedule A attached hereto and made a part hereof (hereafter individually and collectively referred to as "Marks") including all applications and registrations therefor wherever existing.

WHEREAS, Runge Limited, an Australian company having a mailing address at, Level 17, Central Plaza One, 345 Queen Street, Brisbane, QLD 4000, Australia ("Assignee"), desires to acquire the entire worldwide right, title and interest in and to said Marks, and all applications, and registrations therefor and all of the rights and privileges appertaining thereto, together with the entire good will of the business in connection with which the said Mark is used.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred and by these presents does confirm the sale, assignment, and transfer to said Assignee, its successors and assigns, the Marks and all applications and registrations hereinabove designated, including the entire worldwide right, title and interest in and to the same and all the rights and privileges appertaining thereto, including, without limitation, all Assignor's rights under any claims which arose at any time prior and up to the conveyance of said Marks to Assignee under this Assignment, together with the entire good will of the business symbolized by said Marks, the same to be held and enjoyed by Assignee for its own benefit and use and for the benefit of Assignee's successor and assigns forever.

Assignor shall request, as appropriate, that any and all registrations for Marks be issued to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for registration of a Mark or other form of protection for a Mark the benefit of any international convention

applicable to it, or by any convention which may henceforth be substituted therefor, including the right of priority provided by the Paris Convention for the Protection of Industrial Property, and to invoke and claim such benefit without further written or oral authorization from Assignor.

Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and/or to claim the aforesaid benefits under any applicable international convention for the protection of a Mark, including the right of priority provided by the Paris Convention for the Protection of Industrial Property, or by any convention which may henceforth be substituted therefor.

Assignor covenants with Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed.

IN WITNESS WHEREOF, this document has been signed on behalf of Mining Know-How, Inc. on the thirtieth day of March, 2003.

By: _____



Name: Ian Charles Runge

Title: President

SCHEDULE A

Marks

HEXAGON United States Patent and Trademark Office Registration No. 1,385,014
Registered March 4, 1986

TALPAC..... United States Patent and Trademark Office Registration No. 1,351,501
Registered July 30, 1985

XPAC United States Patent and Trademark Office Registration No. 1,353,813
Registered August 13, 1985

Assignment
Mining-Know, Inc.- Assignor
Runge Limited - Assignee

APPOINTMENT OF DOMESTIC REPRESENTATIVE

David A. Weinstein, 1600 Broadway, Suite 2600, Denver, Colorado 80202, (303)-863-8818) is hereby designated applicant's representative upon whom may be served notice or process in connection with proceedings affecting this mark.

Runge Limited



Name: IAN C RUNGE
Title: CHAIRMAN
Date: 22-Apr-03