

1-31-92

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Patent and Trademark Office
Attorney Docket No: LANM223817

To the Director - U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party:
Genus Resource Management Technologies Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation of Canada
 Other _____

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

2. Name and address of receiving party:
Name: Ansera Resources Inc.
Address: 1500 Royal Centre, 1055 West Georgia Street,
P.O. Box 11117, Vancouver, B.C. Canada V6E 4N7.

Individual(s) citizenship _____
 Association State of _____
 General Partnership State of _____
 Limited Partnership State of _____

Corporation of Canada
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution date: May 6, 2005

4. Application number(s) or registration number(s):
 A. Trademark Application No(s).
 Additional numbers attached? Yes No

B. Trademark Registration No(s). 2,705,108

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

 Everett E. Fruehling, Esq.
 CHRISTENSEN O'CONNOR
 JOHNSON KINDNESS^{PLLC}
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 Suite 2800
 Seattle, WA 98101-2347
 206.682.8100

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

8. The Director is authorized to charge any fees that may be required or credit any overpayment to Deposit Account Number 03-1740.

DO NOT USE THIS SPACE

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.

Everett E. Fruehling *Everett E. Fruehling* June 17, 2005
 Name of Attorney or Agent Signature Date
 Direct Dial 206.695.1743 Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being transmitted via facsimile to the U.S. Patent and Trademark Office, Assignment Division, at facsimile number (703) 306-5995, on the below date.

Date: June 17, 2005

Jason M. Stelzner

TRADEMARK

CH \$40.00 031740 2705108

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made June 10, 2005

BETWEEN:

GENUS RESOURCE MANAGEMENT TECHNOLOGIES INC., a federal corporation having an office at 2100 – 505 Burrard Street, Box 68, Vancouver, British Columbia V7X 1M6

("Genus")

AND:

ANSERA RESOURCES INC., a federal corporation having a registered office at 1500 Royal Centre, 1055 West Georgia Street, PO Box 11117, Vancouver, British Columbia V6E 4N7

("Newco")

WHEREAS:

- A. Genus is the owner of the Intellectual Property as that term is defined in the Asset Purchase Agreement dated May 6, 2005 (the "Asset Purchase Agreement") among Genus, Newco and Ansera Ventures Ltd.;
- B. In particular, Genus is the owner of the trade mark applications and registration described in Schedule A attached hereto (the "Trade Mark"), the patent applications and registrations described in Schedule B attached hereto (the "Patents") and the software system described in Schedule C attached hereto (the "Software System"); and
- C. Pursuant to the terms and conditions of the Asset Purchase Agreement Genus agreed to sell and Newco agreed to purchase, inter alia, all of Genus' right, title and interest in and to the Intellectual Property (as defined in the Asset Purchase Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Genus does hereby **ASSIGN, TRANSFER and CONVEY** to Newco, its successors and assigns, its entire right, title and interest throughout the world in and to all the Intellectual Property, including, without restricting the generality of the foregoing,
 - (a) the Trade Mark, together with all of its common law rights in and to the Trade Mark, including all goodwill in association with all the wares and services with which the Trade Mark has been used by Genus and/or its licensees, if any, and may hereafter be used, and all applications and registrations with respect thereto;

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(b) the Patents, including inventions, patent applications and patents and the right to file convention applications and all its corresponding right, title and interest in and to any and all patents, and all reissues, continuations, divisionals, continuations-in-part, re-examinations thereof which may be issued for the said inventions throughout the world and all improvements of the inventions and all patents which may be issued for said improvements throughout the world;

(c) the Software System, including the Software, the Source Code (as those terms are defined in the Asset Purchase Agreement) and all documentation made by or for Genus in relation to the Software System; and

(d) the copyright and proprietary rights in the Software System, and any renewals, extensions and revised terms thereof,

to have and to hold for Newco's own use and Newco's successors and assigns as fully and entirely as the same might be enjoyed by Genus if this assignment had not been made.

2. At Newco's expense, Genus agrees to execute and deliver to Newco any and all instruments and papers necessary or desirable to accomplish the assignment and transfer of the Intellectual Property and to perfect the title thereto, and to provide such further documentation as may be necessary or desirable in the future for these purposes, at the reasonable request of Newco.


3. This Assignment will be governed by the choice of law and dispute resolution provisions in the Asset Purchase Agreement.

4. Nothing in this Assignment will be deemed to limit, restrict or abrogate any provision of the Asset Purchase Agreement.

5. This Assignment may be executed in counterparts or by facsimile, each of which will together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which will together be deemed to be an original, notwithstanding that all of the parties are not signatories to the same counterpart or facsimile.

IN WITNESS WHEREOF the parties hereto have duly executed this Assignment on the day first noted above.

**GENUS RESOURCE MANAGEMENT
TECHNOLOGIES INC.**

Per: 
Authorized Signatory

ANSERA RESOURCES INC.

Per: 
Authorize Signatory

SCHEDULE A

TRADE-MARK

Trade-mark: GENUS

Goods: computer software for use in natural resource management, namely for use in planning, organizing, managing and transmitting management information for land, oil, natural gas, mining, forest products and other natural resources

Services: consulting services, namely providing resource management information services

Canadian Trade-mark Registration: Registration Number TMA581,667 registered May 14, 2003

U.S. Trade-mark Registration: Serial Number 2,705,108 registered April 8, 2003