

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Railway Appliance Research Limited		03/23/2004	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Airchime Manufacturing Co. Ltd.		
Street Address:	#2700-700 West Georgia Street		
City:	Vancouver, British Columbia		
State/Country:	CANADA		
Postal Code:	V7Y 1B8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0736365	AIRCHIME	
CORRESPONDENCE DATA			
Fax Number:	(314)345-6060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-345-6000		
Email:	smurphy@blackwellsanders.com		
Correspondent Name:	Danica L. Mathes		
Address Line 1:	720 Olive Street		
Address Line 2:	24th Floor		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	717241-9		
DOMESTIC REPRESENTATIVE			
Name:	Danica L. Mathes, Samuel Digirolamo		
Address Line 1:	720 Olive St.		

OP \$40.00 0736365

Address Line 2: 24th Floor
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER:	Danica L. Mathes
Signature:	/Danica L. Mathes/
Date:	08/29/2006

Total Attachments: 2
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ASSIGNMENT OF TRADEMARK

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2800-1055 Dunsmuir Ste

Railway Appliance Research Limited, a British Columbia company, of 636 Burrard Street, Vancouver, British Columbia, Canada (hereinafter referred to as Assignor) has adopted, used and is using, and owns all right, title and interest in, a mark (hereinafter referred to as trademark) which is registered in the United States Patent and Trademark Office, Registration No. 736,365 dated August 21, 1962, as evidenced by Exhibit A which is incorporated herein by reference; and

Airchime Manufacturing Co. Ltd., a British Columbia company, of #2700 - 700 West Georgia Street, Vancouver, British Columbia, Canada, V7Y 1B8 (hereinafter referred to as Assignee) purchased from Assignor, under the Asset Purchase Agreement dated March 23, 2004 ("Purchase Agreement"), certain assets of Assignor, including the trademark and other Assets, as defined in the Purchase Agreement;

Assignor and Assignee now wish to complete the transfer of the trademark, including all related goodwill, by executing an assignment of the trademark by Assignor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns all right, title and interest in and to the trademark, together with the goodwill of the business symbolized by the trademark, said assignment effective as of March 23, 2004. Further, Assignor hereby assigns all right, title and interest in and to the registration of the trademark, attached as Exhibit A, including all previous filings for said trademark which are owned by Assignor or in which Assignor has an interest, including all domestic and/or foreign registrations, free and clear of any liens, claims or encumbrances of any kind.

Assignor authorizes Assignee to register and file this Assignment of trademark as necessary to perfect Assignee's sole interest in the trademark. Assignor agrees to cooperate with Assignee in the completion of the assignment of the trademark. Assignor agrees to execute all necessary documents and do all acts to complete said assignment and aid Assignee in the timely filing of all documentation necessary to complete said assignment. Assignor agrees to aid Assignee as necessary, in requesting that the United States Patent and Trademark office, and any other agencies in which the trademark is registered, to issue the registration for the trademark in the name of Assignee.

Assignee warrants that it has made no previous assignment of its right to the trademark.

Assignor warrants that the trademark is free from any encumbrance or licenses. Assignor agrees to indemnify and hold Assignee harmless of any encumbrance or liens issued prior to assignment of the trademark, including attorney fees and costs incurred in the defense against any such encumbrances or liens.

Assignor warrants that to the best of its knowledge there are currently no infringements upon said trademark. Further, Assignor warrants that there are no claims, either threatened or suit initiated, related to the trademark.

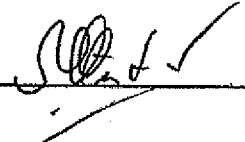
Assignor warrants that the above stated trademark does not infringe upon any other marks.

Assignor warrants that the above stated trademark has been properly filed, registered and recorded with the necessary agencies to ensure Assignor's sole ownership of said trademark.

Assignor warrants that it has the ability to transfer sole ownership of trademark to Assignee.

Signed this 23rd day of March, 2004.

RAILWAY APPLIANCE RESEARCH LIMITED

By: 

By: _____