

09-15-2000

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To the Honorable Commissioner of I

1. Name of conveying party(ies):

Minacs Intellect Inc.

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

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

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

Name: Minacs Worldwide Inc.

Internal Address: n/a

Street Address: 915 Sandy Beach Road

City Pickering State ON ZIP _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

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

A. Trademark Application No.(s)

See Attached List

B. Trademark registration No.(s)

See Attached List

Additional numbers attached? Yes No

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

Name: George A. Rolston 416.595.8589

Internal Address: n/a

Street Address: Messrs. Miller Thomson LLP

20 Queen Street West, Suite 2500

City: Toronto State: ON ZIP: M5H 3S1

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: n/a

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

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.

George A. Rolston

Name of Person Signing

[Signature]

Signature

August 3, 2000

Date

Total number of pages comprising cover sheet: 8

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

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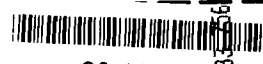
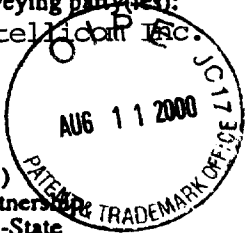
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08-11-2000

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Schedule "A"

File No.: 4135U201/26091-1

Minacs' United States Trade-marks

TRADE-MARK	Application No.	Date	Name of Owner
(Minacs) Worldwide	75-664486 Pending	3/19/99	The Minacs Group Inc.
Minacs	75-664367 Pending	3/19/99	The Minacs Group Inc.
Minacs Intellicom Inc.	75-318793 Pending	7/2/97	The Minacs Group Inc.
Minacs Procom Inc.	75-318745 Pending	7/2/97	The Minacs Group Inc.
Black stacked boxes within one large outline of a square	75-236626 Reg. No. 2,263,959	2/5/97	The Minacs Group Inc.

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GENERAL CONVEYANCE

THIS INDENTURE made the 1st day of December, 1999.

B E T W E E N :

MINACS INTELLICOM INC.

(the "Assignor")

- and -

MINACS WORLDWIDE INC.

(the "Assignee")

RECITES THAT:

- (a) the Assignor is a corporation amalgamated under the *Business Corporations Act* (Ontario) (the "Act");
- (b) the Assignee is the sole shareholder of the Assignor and has authorized the dissolution of the Assignor under the Act; and
- (c) it is desirable that all of the assets of the Assignor be transferred to the Assignee and that the Assignee assume all obligations and liabilities of the Assignor in the manner provided for herein.

NOW THEREFORE THIS INDENTURE WITNESSES AS FOLLOWS:

- 1. Effective on the date hereof, the Assignor hereby grants, bargains, assigns, transfers, conveys and sets over unto the Assignee all the right, title and interest of the Assignor in and to all the Assignor's real property, cash, receivables, investments, benefits of all contracts and rights, patents, intellectual property, and all other tangible and intangible property and assets of the Assignor, wherever situate, as of the date hereof, other than the Assignor's interest in any contract

of employment or management services agreement to which it is a party (including pursuant to paragraph 5 hereof).

2. Effective on January 1, 2000, the Assignor hereby grants, bargains, assigns, transfers, conveys and sets over unto the Assignee all the right, title and interest of the Assignor in and to all the Assignor's benefits of employment and other contracts, cash, receivables, investments, rights, and all other remaining tangible and intangible property and assets of the Assignor, wherever situate, as of such date.

TO HAVE AND TO HOLD unto the Assignee, its successors and assigns to and for its sole use forever.

3. The transfer and conveyance which is provided for hereunder to be effective on the date hereof is made by the Assignor and received by the Assignee subject to all obligations and liabilities of the Assignor, including but not limited to the debts, liabilities and obligations of the Assignor to Bank One Canada (formerly First Chicago NBD Bank, Canada) under and in connection with the amended and restated letter agreement dated July 20, 1999, trade liabilities, liabilities for income and other taxes and all accounts payable and accrued charges owing by the Assignor (but expressly excluding the obligations and liabilities of the Assignor relating to any and all contracts of employment or otherwise relating to the employees of the Assignor or any taxes or charges payable by the Assignor with respect to such employees) and the Assignee hereby expressly agrees to assume and undertakes to pay and discharge all such obligations and liabilities of the Assignor.

4. The transfer and conveyance which is provided for hereunder to be effective on January 1, 2000 is made by the Assignor and received by the Assignee subject to all obligations and liabilities of the Assignor not previously assumed by the Assignee pursuant to paragraph 3, including without limitation all obligations and liabilities under all contracts of employment, for payroll taxes and charges and all other expenses relating to employees, and the Assignee hereby expressly agrees

to assume and undertakes to pay and discharge all such remaining obligations and liabilities of the Assignor as and from January 1, 2000.

5. During the period commencing on the date hereof and terminating upon the assignment provided for in paragraph 2, the Assignee hereby retains the management services of the Assignor and the Assignor agrees to make available to the Assignor the services of its employees as may be required by the Assignee for the operation of its business. As consideration for the provision of such management services, the Assignee shall reimburse the Assignor for all of its costs incurred to provide such services, plus all applicable taxes.

6. Notwithstanding any other provision of this Indenture, nothing in this Indenture shall be construed as an attempt or an agreement to assign or cause the assignment of any contract to which the Assignor is a party which is in law nonassignable without the consent of the other party or parties thereto, unless and until such consent shall have been given, and the effective time of any such assignment for which such consent is required but not yet obtained prior to the effective date stipulated under paragraph 1 or 2, as the case may be, shall be deemed to be, notwithstanding the provisions of such paragraph, immediately following the obtaining of such required consent

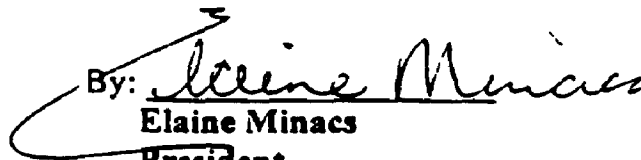
7. The Assignor shall, upon the request and at the cost of the Assignee, do, perform and execute every act and instrument necessary for further assuring this assignment, transfer and conveyance including but not limited to the execution of transfers in registrable form of the specific assets of the Assignor.

8. The Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, for and in the name of or otherwise on behalf of the Assignor, with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance to the Assignee, its successors and assigns, of any interest of the Assignor in the assets described in this Indenture. Such power of attorney is granted by the Assignor to the Assignee in contemplation of the dissolution of the

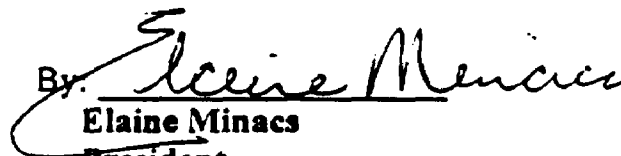
Assignor, and such power of attorney being coupled with an interest shall not be revoked by the dissolution of the Assignor.

IN WITNESS WHEREOF the parties have executed this Indenture as of the 1st day of December, 1999.

MINACS INTELICOM INC.

By: 
Elaine Minacs
President

MINACS WORLDWIDE INC.

By: 
Elaine Minacs
President

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