

DRINKER BIDDLE & REATH LLP

1500 K Street, N.W.

Suite 1100

Washington, D.C. 20005-1100

(202) 842-8800

08-14-2001



101810479

<p>1. NAME OF CONVEYING PARTY:</p> <p>Jet Composites, Inc. An Ontario corporation</p> <p style="text-align: center;"><i>89-01</i></p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>BBi Investors, Inc. A Delaware corporation</p> <p>405 Fairall Street Ajax, Ontario Canada L1S 1R8</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment  <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other</p> <p>3A. EXECUTION DATE: <u>January 12, 2001</u>  3B. EFFECTIVE DATE: <u>October 17, 2000</u></p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes: ___ No: X</p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes: ___ No: X</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>None</p> <p>Additional numbers attached? n/a</p>	<p>4B. TRADEMARK REGISTRATION NO(S):</p> <p>FLEX TRIM – Reg. No. 1,989,244  FLEX TRIM &amp; Design – Reg. No. 1,986,285</p> <p>Additional numbers attached? No.</p>
<p>Amy E. Carroll, Esq.  Drinker Biddle &amp; Reath LLP  Suite 1100  1500 K Street, N.W.  Washington, D.C. 20005-1209</p>	
<p>6. TOTAL NUMBER OF TITLES: 2</p> <p>7. TOTAL FEE: \$65.00 - Check Enclosed</p> <p>8. CHARGE ADDITIONAL FEES TO: DEPOSIT  ACCOUNT NO. 50-0573</p> <p>Our Ref: 30867.106615</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p style="text-align: center;"><i>Amy E. Carroll</i></p> <p>Amy E. Carroll, Esq.  Date: August 9, 2001</p>



*89-01*

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FILED BY COURIER

Date: August 9, 2001  
Signature: *Cynthia A. Green*

## INTELLECTUAL PROPERTY ASSIGNMENT

 This Intellectual Property Assignment (the "Assignment") is made and entered into as of January 12, 2001 by and among Deloitte & Touche Inc. (the "Receiver") in its capacity as receiver and manager and interim receiver for Jet Composites Inc., an Ontario corporation, with a place of business at 405 Fairall Street, Ajax, Ontario, Canada L1S 1R8 and Jet Composites Inc., a Delaware corporation (collectively, the "Assignor") and BBi Investors, Inc., a Delaware corporation (formerly named BBi Enterprises, Inc.), with a place of business at Ajax, Ontario (the "Assignee").

 WHEREAS, pursuant to an asset purchase agreement dated October 17, 2000 (the "Asset Purchase Agreement"), Assignee acquired all of the right, title and interest of the Assignor, if any, in substantially all of its operating assets, including the Intellectual Property (as defined below), and Assignee is desirous of entering into this agreement to evidence further that Assignor has through the Receiver assigned all right, title and interest, if any, in and to the Intellectual Property to Assignee; and

WHEREAS, Assignor wishes to assign to Assignee through the Receiver all of Assignor's right, title and interest, if any, in and to the marks listed on Schedule A hereto (hereinafter, the "Marks"), which are registered in the U.S. Patent and Trademark Office as detailed in Schedule A, including the goodwill associated therewith; and

WHEREAS, Assignor wishes to assign to Assignee through the Receiver all of Assignor's right, title and interest, if any, in and to the designs, inventions and patents listed in Schedule B annexed hereto, and any patents which may be later obtained therefor or thereon (collectively, the "Patents") (which together with the Marks shall be collectively referred to herein as the "Intellectual Property");

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

1. Receiver hereby assigns to Assignee all of Assignor's rights, title and interest, if any, in and to the Marks and the goodwill of the business symbolized thereby. Receiver also assigns to Assignee, all of Assignor's right, title and interest, if any, in and to the Patents, together with any re-issue, continuation, continuation-in-part, division, improvement or extension thereof.
2. Receiver further assigns to Assignee all rights, if any, to sue and bring actions for any and all past and future infringements and unauthorized uses of the Intellectual Property. In addition, Receiver assigns to Assignee on Assignor's behalf any and all causes of action for infringement or unauthorized use thereof, if any, and any and all royalties for any licenses thereof, if any, (collectively, the "Assets"), the Assets to be held and enjoyed by Assignee, for its own use, and for the use of its successors, assigns or other legal representatives to the full term or terms for which the Intellectual Property rights may be granted, as fully and entirely as the same would have been enjoyed by the Assignor, had this Assignment not been made.


3. This Assignment is subject to all of the terms and conditions contained in the Asset Purchase Agreement. In the event of any inconsistency between the provisions of this Assignment and the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

4. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada as applicable therein.

IN WITNESS WHEREOF, Assignor, through the Receiver, has executed this Assignment and caused the same to be duly delivered on its behalf on the day and year first set forth above.


**DELOITTE & TOUCHE INC.**, in its capacity as receiver and manager and interim receiver for Jet Composites Inc. (Ontario) and Jet Composites Inc. (Delaware)

Per:

  
Name: *Robert Bougie*  
Title: *Senior Vice President*

**ACKNOWLEDGED by**  
**BBI Investors Inc.**

Per:

  
Title: *VP FINANCE*  
Name: *D. WEYRAUCH*

**Schedule A**

<b>Country</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
United States	FLEX TRIM	1,989,244	July 23, 1996
United States	FLEX TRIM & Design	1,986,285	July 9, 1996