

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Management Transfer Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Oxford Development Group Inc.		10/15/2001	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	GP CO 9 INC.
Street Address:	130 Adelaide Street West
Internal Address:	Oxford Tower, 10th Floor
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H 3P5
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number
Registration Number:	2392706
Registration Number:	2456844
Registration Number:	2584560
Registration Number:	2679577

CORRESPONDENCE DATA

Fax Number: (212)972-5487
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-687-2770
 Email: kerry@cplplaw.com
 Correspondent Name: Cohen, Pontani, Lieberman & Pavane
 Address Line 1: 551 Fifth Avenue
 Address Line 2: Suite 1210

CH \$115.00 2392706

Address Line 4: New York, NEW YORK 10176

ATTORNEY DOCKET NUMBER:

4068-4

NAME OF SUBMITTER:

Lance J. Lieberman

Total Attachments: 8

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This Agreement is made as of October 15, 2001

BETWEEN:

OXFORD PROPERTIES GROUP INC.

("Oxford")

- and -

GP CO 9 INC.

("GP Co")

- and -

**GP CO 9 INC., as general partner for OPGI Management
Limited Partnership**

RECITALS

- A. Oxford is a corporation continuing from the amalgamation (the "Amalgamation") of, among others, Oxford Properties Group Inc., Oxford Development Group Inc. ("ODGI") and Data Centres Management Services Inc. ("Data Centres").
- B. Oxford and GP Co have entered into a limited partnership agreement made as of even date to govern their relationship in respect of OPGI Management Limited Partnership (the "Limited Partnership").
- C. Oxford is the sole limited partner and GP Co is the sole general partner of the Limited Partnership.
- D. Prior to this Agreement, the interests in the Limited Partnership were as follows:
 - (a) Oxford: 50%; and
 - (b) GP Co: 50%.

FOR VALUE RECEIVED, the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) “**Assumed Liabilities**” means the liabilities of Oxford relating to the Business, including those in respect of the Contracts and in respect of its capacity as Manager under the Management Agreements on the date hereof.
- (b) “**Business**” means the business of managing and operating real property and the business of providing other management services (including asset and facilities management), which business was carried on by one or more predecessors to the Amalgamation, including ODGI (including without limitation the businesses carried on under the names of MTEC, Perimis, Perimis Facilities Management and Fencorp Realty) and Data Centres.
- (c) “**Contracts**” means all existing contracts and agreements with third parties with respect to (without limiting the generality of the foregoing) the management, maintenance, repair, operation, cleaning, security, fire protection, insurance, servicing and other aspects of any property entered into by Oxford, as manager, or by any previous manager, on behalf of any current or previous owner of any property, in each case as amended, renewed or otherwise varied to the date hereof.
- (d) “**Cost Amount**” in respect of a Purchased Asset means the cost amount of such Purchased Asset for the purposes of the Tax Act.
- (e) “**ETA**” means the *Excise Tax Act* (Canada), as amended from time to time.
- (f) “**GST**” means tax imposed under Part IX of the ETA.
- (g) “**Intellectual Property**” means all trade-marks, trade-names, brands, business names, uniform resource locators, domain names, tag lines, graphics, logos and other commercial symbols and indicia of origin, goodwill, patents and inventions, copyrights, industrial designs, and other intellectual property rights, whether registered or not or the subject of a pending application for registration owned by or licensed to Oxford.
- (h) “**Licenses and Permits**” means any elevating devices permits and any other licenses, permits, business names and approvals, if any, pertaining to any property.
- (i) “**Management Agreements**” means all property management agreements between Oxford, as manager, and owners of any property.
- (j) “**Oxford**” has the meaning set out in the recitals and, for greater certainty, includes any predecessors thereof by way of the Amalgamation.
- (k) “**PST**” means tax imposed under the *Retail Sales Tax Act* (Ontario), as amended from time to time, and any similar tax imposed under comparable legislation in any province or territory in Canada, in each case as amended from time to time.
- (l) “**Purchased Assets**” means the Business, the Contracts, Oxford’s interest as Manager under the Management Agreements, the Licenses and Permits, Intellectual Property and all other personal or movable property and assets, tangible and intangible, howsoever connected with the Business, including, without limiting the generality of the foregoing, cash on hand in the bank, accounts receivable, refunds and rebates.

- (m) "QST" means tax imposed under the QSTA.
- (n) "QSTA" means the *Quebec Sales Tax Act*, as amended from time to time.
- (o) "Tax Act" means the *Income Tax Act (Canada)*, as amended from time to time.

ARTICLE 2 TRANSFER

- 2.1 GP Co hereby contributes to the Partnership cash or cheque of \$6,750.00 in return for an increase in its partnership interest (as determined in Article 4) and GP Co subscribes for additional interests in the Limited Partnership.
- 2.2 Subject to the terms and conditions of this Agreement, Oxford hereby transfers to GP Co in its capacity as general partner of the Limited Partnership, as of the date hereof, all of Oxford's right, title and interest in and to the Purchased Assets, together with all rents, incomes, benefits and other advantages to be derived from the Purchased Assets, in return for an increase in its partnership interest (as determined in Article 4) and the assumption of Assumed Liabilities, all as set forth in Article 4 below and Oxford subscribes for additional interests in the Limited Partnership.

ARTICLE 3 VALUE

- 3.1 The parties agree that the fair market value of the Purchased Assets net of Assumed Liabilities ("Business Net Asset Value") will be determined by Oxford and GP Co within 90 days of the transfer or such other time period as agreed to by the Parties.

ARTICLE 4 ASSUMPTION OF LIABILITIES

- 4.1 GP Co in its capacity as general partner of the Limited Partnership hereby assumes the Assumed Liabilities:
- 4.2 Oxford and GP Co agree that Oxford's interest in the Limited Partnership is hereby increased by an amount equal to the Business Net Asset Value.
- 4.3 Oxford and GP Co acknowledge and agree that, as a result of the transfer, their interests in the Limited Partnership will be as follows:
 - (a) Oxford – the proportion that (i) the sum of the Business Net Asset Value plus \$10 is of (ii) the aggregate of the amount in (i) plus \$6,760.00; and
 - (b) GP Co – the proportion equal to one minus the proportion determined in paragraph 4.3(a).

ARTICLE 5 NOMINEE INTEREST AND AUTHORIZATION

- 5.1 Oxford acknowledges that, to the extent it continues to have any legal interest in Purchased Assets following the transfer in section 2.2, it holds such legal interest in the

Purchased Assets, including all Contracts, bank accounts and other ancillary administrative assets relating to the Purchased Assets as bare trustee, agent and nominee for GP Co in its capacity as general partner of the Limited Partnership as and from the date hereof. In consideration therefor, GP Co in its capacity as general partner of the Limited Partnership for itself, its successors and assigns, hereby covenants and agrees to indemnify and save harmless Oxford, its successors and assigns in its capacity as bare trustee, agent and nominee of, from and against any and all losses, obligations, responsibilities, damages, costs, liabilities, claims, charges, expenses, actions, causes of actions and demands whatsoever attributable to, or arising out of, or in connection with Oxford in its capacity as bare trustee, agent and nominee holding such interest for GP Co in its capacity as general partner of the Limited Partnership as aforesaid.

- 5.2 GP Co is hereby authorized to enter into any and all agreements related to the Purchased Assets with third parties (including without limitation co-owners, lenders and others) whereby, *inter alia*, GP Co assumes the obligations of Oxford with respect to the Purchased Assets.

ARTICLE 6 TAX ELECTION

- 6.1 Oxford and GP Co shall jointly execute, and Oxford and GP Co shall file in the manner and within the time period prescribed by the Tax Act, an election under subsection 97(2) of the Tax Act and the corresponding provisions of any applicable provincial or territorial tax legislation electing to transfer the Purchased Assets to GP Co in its capacity as general partner of the Limited Partnership at an agreed amount determined by Oxford. GP Co authorizes Oxford to act for GP Co in connection with the foregoing. Oxford and GP Co hereby irrevocably authorize and direct KPMG to prepare the said election, and covenant and agree to provide access to all books and records pertaining to the Purchased Assets for such purpose.
- 6.2 If available, GP Co in its capacity as general partner of the Limited Partnership and Oxford shall jointly make the election provided for under, respectively, section 167 of the ETA, section 75 of the QSTA and the corresponding provisions of any other applicable provincial or territorial legislation, so that no GST, QST or any other similar value added or multi-staged tax will be payable in respect of the transactions contemplated by this Agreement. Alternatively, if available, Oxford and GP Co in its capacity as general partner of the Limited Partnership may enter into a joint election under section 156 of the ETA, section 334 of the QSTA, and the corresponding provisions of any other applicable provincial or territorial legislation to relieve Oxford from charging and collecting GST, QST or any other similar value added or multi-staged tax payable in respect of the transactions contemplated by this Agreement as described below. Subject to all of the foregoing, to the extent required, GP Co in its capacity as general partner of the Limited Partnership shall be liable for and shall pay to Oxford an amount equal to all applicable GST, QST or any other similar value added or multi-staged tax payable by the Limited Partnership and collectible by Oxford in respect of the transactions contemplated by this Agreement. Oxford shall include the amount of any GST, QST or any other similar value added or multi-staged tax collected on the sale of the Purchased Assets in the calculation of its GST, QST or any other similar value added or multi-staged tax return for the reporting period which includes the date hereof.

- 6.3 GP Co in its capacity as general partner of the Limited Partnership shall pay in accordance with the *Retail Sales Tax Act* (Ontario) (and any other comparable applicable legislation in any province or territory in Canada, as amended from time to time), directly to the Ministry of Finance (Ontario) or any other applicable provincial revenue authority, the amount of any PST in respect of the transactions contemplated by this Agreement promptly upon the determination of such amount in accordance with Section 6.4.
- 6.4 Oxford and GP Co in its capacity as general partner of the Limited Partnership agree to reasonably allocate the purchase price of the Purchased Assets among the various asset classes, as applicable, to comply with their obligations under the ETA, *Retail Sales Tax Act* (Ontario), the Tax Act, the QSTA, the *Taxation Act* (Quebec), and in each case, any comparable legislation in any province or territory in Canada, as amended from time to time, and the terms of this Agreement.

**ARTICLE 7
FEES AND TAXES**

- 7.1 All fees, transfer taxes and similar payments arising out of the completion of the transaction contemplated by this Agreement shall be paid by the parties in accordance with applicable law or custom.

**ARTICLE 8
BULK SALES/SALE OF AN ENTERPRISE**

- 8.1 The parties waive compliance with the provisions of all applicable bulk sales legislation and Articles 1767 and following of the *Civil Code of Quebec* relating to the sale of an enterprise and Oxford shall indemnify GP Co in its capacity as general partner of the Limited Partnership for all loss, liability and expense incurred by virtue of such non-compliance.

**ARTICLE 9
EMPLOYEES**

- 9.1 The parties hereby agree that all employees relating to the Purchased Assets will be transferred to GP Co in its capacity as general partner for the Limited Partnership within 90 days following the transfer herein or such other time period as agreed to by the parties. Prior to such transfer of employees, GP Co in its capacity as general partner for the Limited Partnership hereby agrees that it will reimburse Oxford for all costs associated therewith, including without limitation, salaries, benefits, and remittances relating to such employment.

**ARTICLE 10
OXFORD'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

- 10.1 Oxford represents and warrants to GP Co in its capacity as general partner of the Limited Partnership, with respect to the Purchased Assets as follows:
- (a) Oxford owns and controls all of the Purchased Assets;

- (b) Oxford is a corporation validly subsisting under the laws of Ontario and has the corporate capacity to own the Purchased Assets and to transfer the Purchased Assets and to enter into, execute and deliver this Agreement and any agreements and other instruments contemplated by this Agreement;
- (c) subject to Oxford obtaining any necessary consents, there is not any order, injunction, decree, statute, rule, regulation, agreement or other instrument binding upon Oxford that will be violated by the execution and delivery of this Agreement or will prevent the performance or satisfaction by Oxford of any term or condition of this Agreement;
- (d) subject to Oxford obtaining any necessary consents, all governmental, regulatory, corporate and other consents and approvals necessary or appropriate in respect of the transfer of the Purchased Assets by Oxford to GP Co in its capacity as general partner of the Limited Partnership have been obtained; and
- (e) Oxford is not a non-resident of Canada for the purposes of the Tax Act.

10.2 Oxford hereby further covenants and warrants to GP Co in its capacity as general partner of the Limited Partnership with respect to the Purchased Assets, the following:

- (a) that Oxford has the right to convey the Purchased Assets to GP Co in its capacity as general partner of the Limited Partnership;
- (b) Oxford is not in default under any of the Contracts or the Management Agreements and hereby indemnifies and holds harmless GP Co in its capacity as general partner of the Limited Partnership from any and all actions, suits, costs, losses, charges and expenses arising or occasioned as a result of any act or omission of Oxford under any of the Contracts or the Management Agreements up to and including the effective date of this Agreement.

ARTICLE 11

GENERAL PARTNER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

11.1 With respect to the Contracts and the Management Agreements, GP Co in its capacity as general partner of the Limited Partnership hereby assumes and agrees to perform all of the obligations of Oxford pursuant to the Contracts and all of the obligations of Oxford as Manager pursuant to the Management Agreements, from the date hereof and agrees to indemnify and save Oxford harmless from all actions, suits, costs, losses, charges, damages and expenses arising from or occasioned as a result of any act or omission of GP Co in its capacity as general partner of the Limited Partnership or its successors and assigns under any of the Contracts or the Management Agreements, as the case may be, from and after the effective date of this Agreement.

ARTICLE 12

GENERAL

12.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings,

representations, warranties and understandings, whether written or verbal. There are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement.

12.2 Time of the Essence

For every term of this Agreement, time is of the essence.

12.3 Assignment and Benefit

No party may assign this Agreement or any portion hereof without the prior written consent of the other party. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

12.4 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

12.5 Further Assurances

Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the terms and intent of this Agreement.

12.6 Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

ARTICLE 13 NON-ASSIGNABLE CONTRACTS

13.1 Non-Assignable Contracts

Notwithstanding any other provision of this Agreement, Section 2.2 of this Agreement is subject to the condition precedent that if a consent from a third party is required for such transfer or if certain conditions must be met before such transfer and the failure to obtain such consent or to fulfil such conditions would result in the right of a third party to terminate any Management Agreement, then such transfer in respect of such Purchased Asset is not effective, until all such consents and such conditions with respect to such Purchased Asset have been obtained and/or met, and any proceeds in respect of or other income derived from such Purchased Asset shall be held in trust by Oxford for GP Co in its capacity as general partner of the Limited Partnership.

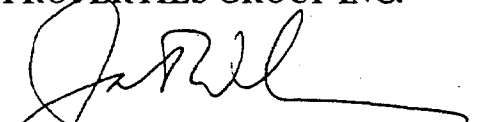
**ARTICLE 14
LANGUAGE**

14.1 Language


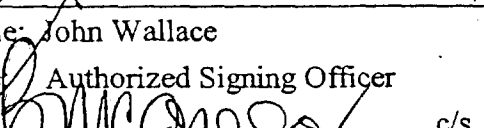
The Parties expressly request and require that this Agreement and any related documents be drawn up solely in the English language. *Les parties aux présentes conviennent et exigent que cette entente et tous les documents qui s'y rattachent soient rédigés seulement en anglais.*

The parties have executed this Agreement as of the date first written above.

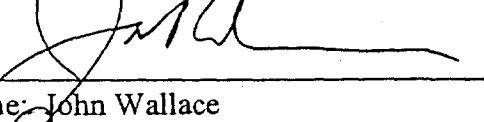
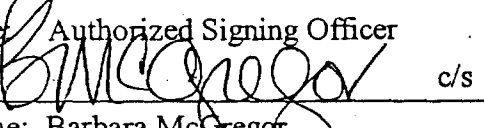
OXFORD PROPERTIES GROUP INC.

By: 
Name: John Wallace c/s
Title: Authorized Signing Officer

GP CO 9 INC.

By: 
Name: John Wallace
Title: Authorized Signing Officer
By: 
Name: Barbara McGregor c/s
Title: Authorized Signing Officer

**GP CO 9 INC., as general partner for OPGI
Management Limited Partnership**

By: 
Name: John Wallace
Title: Authorized Signing Officer
By: 
Name: Barbara McGregor c/s
Title: Authorized Signing Officer