

03-24-2003

Form PTO-1594
1-31-92

RECORDATION FORM
TRADEMARK



DEPARTMENT OF COMMERCE
Patent and Trademark Office

OFFICE OF PUBLIC RECORDS

102397747

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **2003 MAR 19 PM 2:40**
Intellitactics Inc.

FINANCE SECTION

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Province of Ontario
 Other

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

3.19.03

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

Name: Little eArth Corporation Co., Ltd.
 Internal Address: _____
 Street Address: Time 24 Building, 2-45 Aomi, Koutou-Ku
 City: Tokyo Country: Japan ZIP: 135-8073

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- Japan
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: November 25, 2002

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

A. Trademark Application No.(s)
75/890966

Additional numbers attached? Yes No

Trademark Registration No.(s)

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

Name: Elizabeth A. Nunn, Senior Legal Assistant
 Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas
 City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 1

7. Total fee (37 CFR 3.41): \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-1705 (in event of deficiency)
 (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.

Rachael Sanderson, Legal Assistant Rachael Sanderson March 19, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 2

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK ASSIGNMENT

WHEREAS, Intellitactics Inc., is a corporation formed under the laws of the Province of Ontario whose principal place of business is 305 King Street West, Suit 1107, Kitchener, Ontario, N2G 3Z8 ("Assignor");

WHEREAS, Little eArth Corporation Co., Ltd is a corporation formed under the laws of Japan, having a principal place of business at Time 24 Building, 2-45 Aomi, Koutou-Ku, Tokyo, Japan 135-8073 ("Assignee");

WHEREAS Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and registrations, and pending "intent-to-use" and "proposed use" applications for registration thereof in the United States Patent and Trademark Office and the Canadian Intellectual Property Office, Trade-mark Branch; said registrations and pending applications are set forth more fully in Schedule A and Schedule B attached hereto and incorporated by reference herein;

WHEREAS Assignee is desirous of acquiring the entire right, title and interest in and to said trademarks and the registrations and pending applications for registration thereof, together with the goodwill of the business symbolized by said trademarks;

WHEREAS, Assignor has intended to use the marks listed in Schedule B in commerce between the U.S. and Canada and has filed applications with the United States Patent and Trademark Office based upon its bona fide intent-to-use such marks in commerce, which applications were given the serial numbers shown, but has not yet filed allegations of use of the marks under Section 1(c) or 1(d) of the *Trademark Act*;

WHEREAS, Assignee is acquiring the entire business, or the portion thereof, to which the marks in Schedule B pertain, as required by 15 U.S.C. § 1060;

WHEREAS, Assignor and Assignee executed an Asset Purchase Agreement dated October 2, 2002, which provides for the purchase by Assignee of said trademarks and the registrations and pending applications thereof, together with the goodwill of the business symbolized by said trademarks, from Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto Assignee the entire right, title and interest in and to said trademarks and the registrations, and pending "intent-to-use" and "proposed use" applications thereof identified as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060, together with the goodwill of the business symbolized by said trademarks, the same to be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said trademarks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND, Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

AND, Assignor hereby agrees to prepare and execute all documents required to effect a recordation of the assignment of the above trademarks and registrations thereof before the proper office or agency.

AND, Assignor agrees that the Assistant Commissioner of Trademarks and the Registrar of Trade-marks are hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

IN WITNESS WHEREOF, Assignor has executed this document and affixed its corporate seal by the hand of its duly authorized officer on the 25th day of November, 2002.

Intellitactics Inc.

Per: 

Bruce Bent, Chief Financial Officer

Little eArth Corporation Co., Ltd

Per: _____
Name: _____
Position: _____

SCHEDULE A
Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Country</u>
NSM LIVING POLICY & DESIGN	TMA 559,284	March 15, 2002	CANADA

SCHEDULE B
Pending "Intent-to-Use" and "Proposed Use" Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Country</u>
NSM LIVING POLICY & DESIGN	75/890,966	January 6, 2000 (Convention filing priority date is July 8, 1999)	UNITED STATES OF AMERICA

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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 Mark: NSM LIVING POLICY & Triangle Design : Assignment Division
 :
 Applicant: Little eArth Corporation Co., Ltd. :
 :
 Serial No.: 75/890966 :
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APPOINTMENT OF DOMESTIC REPRESENTATIVE

White & Case LLP, whose postal address is 1155 Avenue of the Americas, New York, New York 10036, is hereby designated as Applicant's representative upon whom notice or process in proceedings affecting the captioned application may be served.

Little eArth Corporation Co., Ltd.

By: Gen Mishiba
 Name: GEN MISHIBA
 Title: President

DATED: 6 May, 2003