

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AB Technology, Inc.		02/11/2004	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Bioniche Life Sciences Inc.
Street Address:	P.O. Box 1570
City:	Belleville
State/Country:	ONTARIO
Postal Code:	K8N 5J2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2097432	AB TECHNOLOGY
Registration Number:	2674941	AG FREEZE
Registration Number:	2680748	YCD
Serial Number:	78185292	VIGRO

CORRESPONDENCE DATA

Fax Number: (519)571-5044  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 519-575-7544  
 Email: michael.bean@gowlings.com  
 Correspondent Name: D. Michael Bean  
 Address Line 1: 50 Queen Street North  
 Address Line 2: Suite 1020  
 Address Line 4: Kitchener, ONTARIO N2H 6M2

ATTORNEY DOCKET NUMBER:	K0520093
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NAME OF SUBMITTER:	D. Michael Bean
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CH \$115.00 2097432

Total Attachments: 3

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made effective as of July 1, 2003 ("Effective Date") by A B TECHNOLOGY, INC., a corporation formed under the laws of the State of Washington, having its principal place of business at NE 1335 Terre View Drive, Pullman, Washington 99163 ("Assignor"), in favor of BIONICHE LIFE SCIENCES INC., a corporation formed under the laws of Canada, having its principal place of business at P.O. Box 1570, Belleville, Ontario, K8N 5J2, Canada ("Assignee"), pursuant to the terms of that certain Purchase and Sale of Assets Agreement ("Agreement") dated December 15, 2003, by and among Assignor, Assignee and certain guarantors.

WHEREAS, Assignor owns all right, title and interest in and to the registrations issued, applications filed, or common-law rights related to the trademarks identified in Schedule A annexed hereto ("Trademarks"), together with the goodwill of Assignor's business appertaining thereto;

WHEREAS, the Agreement is for the purchase and sale of substantially all of the assets of Assignor; and

WHEREAS, Assignor wishes to assign to Assignee all of Assignor's right, title and interest in the use of the Trademarks, together with the goodwill of the business associated therewith and the applications and registrations therefor, pursuant to the terms of the Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby assigns, sells and transfers to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to the Trademarks and all of the goodwill associated therewith, together with the right to recover damages and profits and all other remedies for past infringements thereof.

This Assignment is effective as of the Effective Date. Assignor shall, without further consideration, comply with a request by Assignee to execute promptly any additional documents and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Trademarks in Assignee, and to execute any additional documents necessary to record this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the date set forth below.

DATED this 11th day of February, 2004.

A B TECHNOLOGY, INC.

Signature: 

Print name: Eric Gilmer

Print title: President

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHITMAN )

On this 11th day of February, 2004, before me personally appeared Eric Gulmer, to me known to be the PRESIDENT of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Dated: February 11, 2004

[Signature]

NOTARY PUBLIC in and for the State of Washington, residing at: Pullman

My appointment expires December 6, 2007  
(Seal or stamp)



Schedule A

<u>Mark</u>	<u>Registration/Application Number</u>	<u>Location</u>	<u>Expiration Date</u>
AB TECHNOLOGY (Stylized)	2097432	USA	9/16/07
AG FREEZE	2674941	USA	01/14/13
YCD	2680748	USA	1/28/13
VIGRO	78/185,292	USA	N/A
TQC	875250	Australia	5/10/11
TQC (Stylized)	875150	Australia	5/9/11