

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
Richter & Partners, Inc.		02/20/2004	Court Appointed Interim Receiver of Vistar Telecommunications, Inc.:

RECEIVING PARTY DATA	
Name:	TransCore Link Logistics Corporation
Street Address:	6600 Kennedy Road
Internal Address:	Suite 205
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L5T 2M9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2590258	VISTAR
Registration Number:	2590257	VISTAR
Registration Number:	2487866	GLOBALWAVE
Registration Number:	2521622	VISTAR DATACOM

CORRESPONDENCE DATA	
Fax Number:	(215)832-5337
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215.569.5337
Email:	casey@blankrome.com
Correspondent Name:	Lisa Casey Spaniel
Address Line 1:	One Logan Square
Address Line 2:	Blank Rome LLP
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	114944-00100
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DOMESTIC REPRESENTATIVE

Name: Lisa Casey Spaniel
Address Line 1: One Logan Square
Address Line 2: Blank Rome LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:

Lisa Casey Spaniel

Total Attachments: 3

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ASSIGNMENT OF TRADE-MARKS

Assignment of trade-marks dated February 20, 2004, between Richter & Partners Inc., in its capacity as Court Appointed Interim Receiver of Vistar Telecommunications Inc. and not in its personal capacity, (the "Assignor"), with an address at 2 Place Alexis Nihon, Suite 2200, Montreal, Quebec, H3Z 3C2, and TransCore Link Logistics Corporation, a corporation incorporated under the laws of Nova Scotia (the "Assignee"), with an address at 6600 Kennedy Road, Suite 205, Mississauga, Ontario, L5T 2M9, concerning the trademarks standing in the name of Vistar Telecommunications Inc., a corporation incorporated under the laws of Canada (the "Corporation"), with an address at 2 Brewer Hunt Way, Kanata, Ontario, K2K 2B5.

RECITALS:

- (a) Pursuant to an asset purchase agreement dated October 31, 2003 (the "Purchase Agreement") among the Assignor, the Assignee and the Corporation, the Assignor has agreed to sell to the Assignee the Purchased Assets (as defined in the Purchase Agreement); and
- (b) The Assignor has agreed to assign to the Assignee all right, title and interest of the Assignor in and to the Trade-Marks (as hereinafter defined), and the Assignee is desirous of acquiring all right, title and interest in and to the Trademarks.

In consideration of the foregoing, and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Assignment.

The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Canadian and United States trade-marks set forth in Schedule "A" hereto (collectively, the "Trade-Marks"), together with all benefits of the registrations and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill of the business symbolized by the registrations of the Trade-Marks and arising from all use of the Trade-Marks and any other benefit to be derived therefrom.

Section 2 Further Assurances.

The parties hereto covenant that they will, from time to time, make, do and execute or cause to be made, done, and executed all such further acts, deeds, assurances or things as may reasonably be required for more effectually and completely implementing or carrying out this assignment or for the purpose of registration or otherwise.

Section 3 Successors and Assigns.

This assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

Section 4 Governing Law.

This assignment shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 5 Counterparts.

This assignment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

EXECUTED this 20th day of February, 2004.

Witness:

D. Richter
Signature

DAVID PICKWARD
Name

Feb 20/04
Date

RICHTER & PARTNERS INC. in its capacity as Court Appointed Interim Receiver of Vistar Telecommunications Inc. and not in its personal capacity

By: [Signature]
Name: Richter & Partners

SCHEDULE "A"
Trade-Marks

Canada

Trade-Mark	Registration Number
Vistar Datacom	542033
Vistar and Design	541426
Vistar	541425
GlobalWave	543770
Global Wave	527892

United States

Trade-Mark	Registration Number
Vistar	2590258
Vistar and Design	2590257
GlobalWave	2487866
Vistar Datacom	2521622