

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEXTERNA FP, INC.		12/31/2004	CORPORATION: DELAWARE
UNION PACIFIC CORPORATION		12/31/2004	CORPORATION: UTAH
UNION PACIFIC RAILROAD COMPANY		12/31/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NEXTERNA LIMITED
Street Address:	5515 North Service Road
Internal Address:	Suite 303
City:	Burlington
State/Country:	CANADA
Postal Code:	L7L 6G4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2545764	FIELDPRO
Registration Number:	2669861	NEXTERNA
Registration Number:	2565323	X
Registration Number:	2594295	X

CORRESPONDENCE DATA

Fax Number: (416)961-7011
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4164139822
 Email: mark@franchiselawcanada.com
 Correspondent Name: Markus Cohen, Q.C.
 Address Line 1: 22 St Clair Avenue East
 Address Line 2: Suite 1010

OP \$115.00 2545764

Address Line 4: Toronto, CANADA M4T2S3

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Markus Cohen

Signature:

/M. Cohen/

Date:

02/14/2005

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT AGREEMENT entered effective the 31st day of December, 2004.

B E T W E E N:

NEXTERNA FP, INC., a corporation incorporated under the laws of the State of Delaware, USA

(the "Vendor")

- and -

UNION PACIFIC CORPORATION, a corporation incorporated under the laws of the State of Utah, USA

("UPC")

- and -

UNION PACIFIC RAILROAD COMPANY, a corporation incorporated under the laws of the State of Delaware, USA

("UPRR.")

OF THE FIRST PART

- and -

NEXTERNA LIMITED, a corporation incorporated under the laws of the Province of Ontario, CANADA, the full post office address of whose principal office is 5515 North Service Road, Suite 303, Burlington, Ontario L7L 6G4

(hereinafter referred to as the "Assignee")

OF THE SECOND PART

WHEREAS under and by virtue of an agreement of purchase and sale, dated the 14th day of January, 2005 between the Vendor and the Assignee (the "Asset Purchase Agreement"), the Vendor sold to the Assignee certain assets as more particularly described in the Asset Purchase Agreement, including without limitation certain of the trademarks used by the Vendor in the operation of the Business (as defined in the Asset Purchase Agreement), whether registered or

unregistered, including but not limited to the trademarks described in Schedule "A" attached hereto, hereinafter collectively referred to as the "Trademarks";

AND WHEREAS UPC, UPRR and the Vendor are hereinafter collectively called the "Assignors";

AND WHEREAS the Assignee is desirous of acquiring, and the Assignors are desirous of assigning, each of the Assignors' right, title and interest in and to the Trademarks;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in furtherance of the Asset Purchase Agreement and in consideration of the sum of One Dollar (\$1.00) in lawful money of Canada and other good and valuable consideration now paid by the Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignors hereby sell, assign, and transfer to the Assignee the whole right, title, and interest of the Assignors throughout the world in and to the Trademarks and the registrations thereof, including choses in action and right of recovery and damages for past infringement, together with the entire goodwill arising from the use of the Trademarks before and after any registrations, the same to be held as fully by the Assignee as the same would have been held by the Assignors had this Assignment not been made.
2. The Assignors hereby represent and warrant that the list of trademarks in Schedule "A" is complete and accurate and that the Assignors are now rightfully possessed of and entitled to, and now have good right, title and authority to sell, assign and transfer unto the Assignee the Trademarks and goodwill hereinbefore described and that the Assignors are registered as owners of the Trademarks as more particularly set out in Schedule "A".
3. The Assignors covenant and agree with the Assignee, its successors, and assigns, that it will from time to time and at all times hereafter, upon every reasonable request of the Assignee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Assignee, its successors and assigns, for more effectually and completely vesting in the Assignee, its successors and assigns, the Trademarks and goodwill hereby sold, assigned and transferred in accordance with the terms hereof.
4. The Assignee hereby appoints Markus Cohen of Markus Cohen Law Office whose full post office address in Canada is 22 St. Clair Avenue East, Suite 1010, Toronto, Ontario M4T 2S3, as the person and firm to which any notice in respect of any application or registration may be sent, and upon which service of any proceedings in respect of any application or registration may be given or served with the same effect as if they had been given to or served upon the Assignee.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario to determine all disputes and claims arising between the parties.

IN WITNESS WHEREOF this Assignment of Trademarks has been entered by the Assignors and the Assignee effective on the day and the year first above written.

NEXTERNA FP, INC.

Per: _____

Name:

Title:

(I have the authority to bind the corporation)

UNION PACIFIC CORPORATION

Per: *J. Michael Stumm*

Name:

Title:

(I have the authority to bind the corporation)

UNION PACIFIC RAILROAD COMPANY

Per: *Edward J. Weil*

Name:

Title:

(I have the authority to bind the corporation)

NEXTERNA LIMITED

Per: *Sherry Jackson*

Name: Sherry Jackson

Title: President

(I have the authority to bind the corporation)

6. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario to determine all disputes and claims arising between the parties.

IN WITNESS WHEREOF this Assignment of Trademarks has been entered by the Assignors and the Assignee effective on the day and the year first above written.

NEXTERNA FP, INC.

Per: _____

Name: *Lynden Tennison*
Title: *President*

(I have the authority to bind the corporation)

UNION PACIFIC CORPORATION

Per: _____

Name:
Title:

(I have the authority to bind the corporation)

**UNION PACIFIC RAILROAD
COMPANY**

Per: _____

Name:
Title:

(I have the authority to bind the corporation)

NEXTERNA LIMITED

Per: _____

Name: *Sherry Jackson*
Title: *President*

(I have the authority to bind the corporation)

SCHEDULE "A"

<u>Trademark</u>	<u>Owner</u>		<u>Canadian Trade-Mark Registration No.</u>
1. FIELDPRO	Nexterna FP, Inc.		TMA507673
		<u>United States Serial Number</u>	<u>United States Trade- Mark Registration No.</u>
1. FIELDPRO	Nexterna FP, Inc.	75802646	2545764
2. NEXTERNA	Union Pacific Corporation	76122319	2669861
3. X	Union Pacific Railroad Company	76305754	2565323
4. X	Union Pacific Railroad Company	76305751	2594295
CLEARVIEW	Nexterna FP, Inc.	Not Registered	