


DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100

Washington, D.C. 20005-1209

(202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p>Bibliomondo Inc. A Canadian corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>ISACSOFT INC. A Canadian corporation, 555 Rene Levesque West Suite 200 Montreal, Quebec Canada H2Z 1B1</p>
<p>3. NATURE OF CONVEYANCE:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Release of Security Interest</p> <p>3A. EXECUTION DATE: February 3, 2005 3B. EFFECTIVE DATE: February 3, 2005</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes</p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>N/A</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Ser. No. 76/250,381- BIBLIOMONDO Ser. No. 76/571,303 - ZONE PRO Ser. No. 76/571,305 - PORTFOLIO Ser. No. 76/571,307 - CONCERTO Ser. No. 76/572,314 - ZONE-1</p> <p>Additional numbers attached? NO</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Additional numbers attached? NO</p>
<p>Christen M. English Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 Ph: 202-842-8800</p>	
<p>6. TOTAL NUMBER OF TITLES: 5</p> <p>7. TOTAL FEE: \$140.00</p> <p>8. CHARGE FEES TO: DEP. ACCT. NO. 50-0573</p> <p>Our Ref: 32057.309</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p></p> <p>Christen M. English Date: February 7, 2005 Page 1 of 15</p>

FILED BY FACSIMILE TO: (703)306-5995

February 7, 2005

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ASSIGNMENT**TO THE UNITED STATES COMMISSIONER OF PATENTS AND TRADEMARKS**

WHEREAS BIBLIOMONDO INC. a corporation of Canada, whose full post office address is 555 Rene Levesque West, suite 200, Montreal, Quebec, H2Z 1B1, Canada (hereinafter referred to as the "Assignor") is the owner of the entire rights, title and interest in and to the United States trademarks and applications identified (by their registration/serial numbers) in Appendix "A" (hereinafter referred to as the "Trademarks");

WHEREAS, ISACSOFT INC. a corporation of Canada, whose full post office address is 555 Rene Levesque West, suite 200, Montreal, Quebec, H2Z 1B1, Canada (hereinafter referred to as the "Assignee") wishes to acquire all rights, title and interest in and to the Trademarks and expressly including all goodwill of the business associated therewith in the U.S.A.;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, the entire rights, title and interest in the United States in and to the Trademarks and the U.S. applications therefor together with the goodwill of the business symbolized thereby, including that portion of the business to which the marks pertain, the same to be held by the said Assignee, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment and transfer had not been made;

This Assignment includes the assignment of the right to take action and recover any and all damages and profits arising from past, present or future infringements of the rights of the Assignor that took place prior to the date of this Assignment;

The Assignor warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the Trademarks of which the Assignee has not otherwise been advised;

Assignor further warrants that, upon the request of the Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other acts reasonably necessary to carry out the intent of this agreement;

The assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this present Assignment to be executed in Montreal and signed by the parties' duly authorized representatives this 3rd day of February 2005.

BIBLIOMONDO INC.By: Name: Mr. Michel Béland
Title: Chief Financial Officer**ISACSOFT INC.**By: Name: Mr. Michel Béland
Title: Vice-President Finance

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APPENDIX "A"

TRADEMARKS IN THE UNITED STATES

<u>TRADEMARK</u>	<u>U.S. APPLICATION NO.</u>	<u>U.S. REGISTRATION NO.</u>
BIBLIOMONDO	76/250,381	--
CONCERTO	76/571,307	--
PORTFOLIO	76/571,305	--
ZONE-1	76/572,314	--
ZONE PRO	76/571,303	--

M11 # 1291023.1

RECORDED: 02/07/2005

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