

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
QNX SOFTWARE SYSTEMS, LTD.		10/23/2004	CORPORATION:

RECEIVING PARTY DATA

Name:	QNX SOFTWARE SYSTEMS
Street Address:	175 Terence Matthews Crescent
City:	Kanata, Ontario
State/Country:	CANADA
Postal Code:	K2M 1W8
Entity Type:	PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78140725	MOMENTICS
Serial Number:	76036058	BUILD A MORE RELIABLE WORLD
Registration Number:	2160457	PHOTON
Registration Number:	2025191	PHOTON MICROGUI
Registration Number:	2542411	QNX
Registration Number:	2065648	NEUTRINO
Registration Number:	1954518	QNX
Registration Number:	1338949	QNX
Registration Number:	1366440	Q

CORRESPONDENCE DATA

Fax Number: (520)882-7643
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 520-882-7623
 Email: smckniff@hayes-soloway.com

OP \$240.00 78140725

Correspondent Name: Norman P. Soloway
Address Line 1: 130 W. Cushing Street
Address Line 4: Tucson, ARIZONA 85701

DOMESTIC REPRESENTATIVE

Name: Norman P. Soloway
Address Line 1: 130 W. Cushing Street
Address Line 4: Tucson, ARIZONA 85701

NAME OF SUBMITTER:	Norman P. Soloway
Signature:	/norman p. soloway/
Date:	03/08/2005

Total Attachments: 14

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ASSIGNMENT OF REGISTERED TRADEMARKS

THIS AGREEMENT is entered into effective as of the 23rd day of October, 2004 (the "Effective Date");

BETWEEN:

QNX SOFTWARE SYSTEMS LTD., a corporation incorporated under the laws of Canada, and having an office at 175 Terence Matthews Crescent, in the City of Kanata, in the Province of Ontario, K2M 1W8

(the "Assignor")

AND:

QNX SOFTWARE SYSTEMS, a partnership formed under the laws of Ontario by the Assignor and 3091794 Nova Scotia Company, a corporation incorporated under the laws of Nova Scotia

(the "Assignee")

WHEREAS Assignor owns all rights, title and interest in the trademarks listed in attached Schedule A (the "Trademarks") and in their corresponding registrations.

WHEREAS Assignee has purchased from Assignor all right, title, and interest in and to the Trademarks.

The parties agree as follows:

1. Assignor, in consideration of the payment by Assignee of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells, assigns, transfer and conveys as of the Effective Date to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and the corresponding registrations, and all renewals, including all associated goodwill, and all income, royalties, damages, profits and payments now or hereafter due or payable with respect thereto, and to all causes of action and the right to sue, counterclaim and recover, for past, present and future infringement or unauthorized use of the rights and interest assigned under this Agreement, such right, title and interest to be held and enjoyed by Assignee, its successors and assigns for their use and benefit worldwide, as fully and entirely as same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignee shall have the right to file this Agreement and all such notices and other documents with the relevant Trademark Offices as are necessary to perfect this assignment, all costs to be borne by Assignee. Assignor agrees to do all lawful and just acts, and to sign or otherwise execute upon Assignee's request, all notices, documents and instruments, which may be necessary or desirable to vest, perfect and maintain the Trademarks and the corresponding registrations in the Assignee, its successors and assigns, worldwide, without further consideration but at the expense of Assignee.

This Agreement is signed below by an authorized representative of each party.

QNX SOFTWARE SYSTEMS LTD.

By: *Dan Dodge*
Authorized Signatory

Name: Dan Dodge

QNX SOFTWARE SYSTEMS, by the Partners

QNX Software Systems Ltd.

By: *Dan Dodge*
Authorized Signatory

Name: Dan Dodge

3091794 Nova Scotia Company

By: *Dan Dodge*
Authorized Signatory

Name: Dan Dodge

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SCHEDULE A**Trade-mark Registrations****Canada**

QNX Design	765,056	445750
NEUTRINO	777,553	472947
Stylized "Q" & Design	510,527	296231
PHOTON	827,231	526767
QNX Design	528,800	302823
BUILD A MORE RELIABLE WORLD	1,034,121	587998
MOMENTICS	1,139,076	603710
PHOTON MICROGUI Design	787,383	469207

USA

Stylized "Q" & Design	73/497,922	1366440
QNX Design	73/497,921	1338949
QNX Design	74/590,100	1954518
NEUTRINO	74/679,280	2065648
QNX	76/036,212	2542411
PHOTON MICROGUI Design	74/736,071	2025191
PHOTON	75/283,347	2160457

Germany

PHOTON MICROGUI Design	395 50 680.8	395 50 680
NEUTRINO	395 24 318.1	395 24 318
QNX Design	Q 1853/9WZ	2 094 768

Japan

PHOTON MICROGUI Design	08-002421	4441968
QNX Design	03-083976	2637812
BUILD A MORE RELIABLE WORLD	2000-001378	4525573
NEUTRINO	07-104497	4028103
MOMENTICS	2,306,680	791,573
D-PHOTON Design	561-137,317	2,230,061

Argentina

QNX Design	1.941.303	1.569.680
NEUTRINO	2.010.298	1.617.062
PHOTON MICROGUI Design	2.017.218	1.621.878

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Australia

NEUTRINO	662,854	662854(9)
PHOTON MICROGUI Design	669,382(9)	669382
QNX Design	562230(9)	562230

Austria

QNX Design	AM 5268/93	154,867
NEUTRINO	AM 6895/95	163,776
PHOTON MICROGUI Design	AM 196/96	163,949

Benelux

PHOTON MICROGUI Design	80,186	562,218
NEUTRINO	80,218	583,849
QNX	774,157	510,620

Brazil

QNX Design	81874/783	818741783
NEUTRINO	818,964,790	818964790
PHOTON MICROGUI Design	819,000,736	819000736

China

QNX Design	95,024,290	923319
NEUTRINO	96,004,370	1018223
PHOTON MICROGUI Design	50,161,371	1036068

Croatia

PHOTON MICROGUI Design	Z960442A	Z960442
QNX	Z960677A	Z960677
NEUTRINO	Z960676A	Z960676

Czech Republic

NEUTRINO	OZ 106099	202046
PHOTON MICROGUI Design	OZ 107621	195903
QNX Design	93-85314	184644

Denmark

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NEUTRINO	7335/1995	367/1996
PHOTON MICROGUI Design	8402/1995	714/1996
QNX Design	VA 1993 07346	VR 1994 00968

European Community

MOMENTICS	2909521	2909521
PHOTON MICROGUI Design	217208	217208
QNX Design	217281	217281
QNX	217307	217307
NEUTRINO	217249	217249
BUILD A MORE RELIABLE WORLD	1362912	1362912

Finland

NEUTRINO	6644/95	202241
QNX Design	5134/93	134978
PHOTON MICROGUI Design	T199600156	208137

France

QNX	115,640	1544152
NEUTRINO	95/574,606	95574606
PHOTON GRAPHICALUSER INTERFACE	95/574,605	95574605
PHOTON MICROGUI Design	95/585,292	95585292
QNX	820,947	1376934

Greece

PHOTON MICROGUI Design	127,001	127001
QNX Design	12,301	12301
NEUTRINO	127,327	127327

Hong Kong

NEUTRINO	95-12509	01468
QNX Design	97-17784	801887
PHOTON MICROGUI Design	95-14293	11883 of 1999
MOMENTICS	16774 of 2002	13277 of 2003

Ireland

QNX Design	95/1668	176723
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NEUTRINO	95/8106	176730
PHOTON MICROGUI Design	96/0226	173894

Israel

QNX Design	96,820	96820
PHOTON MICROGUI Design	101,812	101812
NEUTRINO	101,112	101112
MOMENTICS	159943	159943

Italy

NEUTRINO	TO95C003249	718634
PHOTON MICROGUI Design	TO96C000095	743988
QNX	TO91C001783	610227

Korea (South)

MOMENTICS	40-2002-4929-3	572812
QNX	40-2002-21525	40-559442
NEUTRINO	98-3581	448134

Macedonia

QNX Design	Z-302/96	06925
NEUTRINO	Z-304/96	06924
PHOTON MICROGUI Design	Z-303/96	06923

Mexico

QNX Design	174417	464922
PHOTON MICROGUI Design	247,871	572774
NEUTRINO	246,258	572772

Morocco

MOMENTICS	82070	82070
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New Zealand

QNX Design	236303	236303
PHOTON MICROGUI Design	252,467	252467
NEUTRINO	249,139	249139

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MOMENTICS	657397	657397
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Norway

QNX Design	94.1366	167.284
PHOTON MICROGUI Design	96.0224	181.320
NEUTRINO	95.7176	181.137

Paraguay

QNX Design	95/14525	236.764
PHOTON MICROGUI Design	95/23395	188.440
NEUTRINO	95/23394	188.927

Poland

QNX Design	Z-143294	100901
PHOTON MICROGUI Design	Z-155145	105972
NEUTRINO	Z-153517	104664

Portugal

QNX Design	307 007	307 007
PHOTON MICROGUI Design	314 817	314 817
NEUTRINO	313 982	313 982

Romania

QNX Design	31228	21829
NEUTRINO	37,435	27920
PHOTON MICROGUI Design	37,970	27320

Russian Federation

QNX Design	94037946	137130
PHOTON MICROGUI Design	96.700,354	157754
NEUTRINO	95,713,392	166500

Singapore

QNX Design	S/657/95	675/95
NEUTRINO	11102/95	11102/95
PHOTON MICROGUI Design	11103/95	T95/11103I

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Slovakia

QNX Design	0053-94	178321
PHOTON MICROGUI Design	OZ 089-96	185418
NEUTRINO	OZ 3314-95	183354

Slovenia

NEUTRINO	Z-9670593	9670593
PHOTON MICROGUI Design	Z-9670591	9670591
QNX Design	Z-9670592	9670592

South Africa

QNX Design	94/10854	94/10854
NEUTRINO	95/15364	95/15364
PHOTON MICROGUI Design	96/00431	96/00431

Spain

PHOTON MICROGUI Design	1 997 278	1 997 278/4
NEUTRINO	1 991 352	1 991 352/6
QNX Design	1 794 137	1 794 137

Sweden

NEUTRINO	95-11326	313 373
QNX Design	93-11611	303 861

Switzerland

PHOTON MICROGUI Design	00141/1996	439878
NEUTRINO	11470/1995	435085
QNX Design	5452/91	396064

Taiwan

PHOTON MICROGUI Design	(84) 62159	739920
NEUTRINO	(84) 62158	751005
QNX Design	(83) 64432	696164
MOMENTICS	91028208	01050315

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Ukraine

PHOTON MICROGUI Design	9610094/T	16830
NEUTRINO	9511243/T	14425
QNX Design	95030592/T	12981

United Kingdom

QNX Design	1,475,756	1475756
NEUTRINO	2,022,579	2022579
MOMENTICS	2,306,680	2306680

Yugoslavia

QNX Design	Z-541-96	41474
NEUTRINO	Z-543-96	41476
PHOTON MICROGUI Design	Z-542-96	41475

ASSIGNMENT OF TRADEMARKS (UNREGISTERED)

THIS AGREEMENT is entered into effective as of the 23rd day of October, 2004 (the "Effective Date")

BETWEEN:

QNX SOFTWARE SYSTEMS LTD., a corporation incorporated under the laws of Canada, and having an office at 175 Terence Matthews Crescent, in the City of Kanata, in the Province of Ontario, K2M 1W8

(the "Assignor")

AND:

QNX SOFTWARE SYSTEMS, a partnership formed under the laws of Ontario by the Assignor and 3091794 Nova Scotia Company, a corporation incorporated under the laws of Nova Scotia

(the "Assignee")

WHEREAS Assignor owns all rights, title and interest in the trademarks listed in attached Schedule A (the "Trademarks"), and in any corresponding applications for registration.

WHEREAS Assignee has purchased from Assignor all right, title, and interest in and to the Trademarks.

The parties agree as follows:

1. Assignor, in consideration of the payment by Assignee of one dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby sells, assigns, transfer and conveys as of the Effective Date to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks and any corresponding applications, registrations and renewals, including all associated goodwill, and all income, royalties, damages, profits and payments now or hereafter due or payable with respect thereto, and to all causes of action and the right to sue, counterclaim and recover, for past, present and future infringement or unauthorized use of the rights and interest assigned under this Agreement, such right, title and interest to be held and enjoyed by Assignee, its successors and assigns for their use and benefit worldwide, as fully and entirely as same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Assignee shall have the right to file this Agreement and all such notices and other documents with the relevant Trademark Offices as are necessary to perfect this assignment, all costs to be borne by Assignee. Assignor agrees to do all lawful and just acts, and to sign or otherwise execute upon Assignee's request, all notices, documents and instruments, which may be necessary or desirable to vest, perfect and maintain the Trademarks and the corresponding applications and registrations in the Assignee, its successors and assigns, worldwide, without further consideration but at the expense of Assignee.

This Agreement is signed below by an authorized representative of each party.

QNX SOFTWARE SYSTEMS LTD.

By: *Dan Dodge*
Authorized Signatory

Name: Dan Dodge

QNX SOFTWARE SYSTEMS, by the Partners

QNX Software Systems Ltd.

By: *Dan Dodge*
Authorized Signatory

Name: Dan Dodge

3091794 Nova Scotia Company

By: *Dan Dodge*
Authorized Signatory

Name: Dan Dodge

SCHEDULE A

Trade-marks

TRADE-MARKS

PHINDOWS

PHINX

VOYAGER

WORKS WITH QNX

QNX SOLUTIONS NETWORK APPROVED TRAINER Logo

QNX

MOMENTICS

~~BUILD A MORE RELIABLE WORLD~~

PHOTON

PHOTON MICROGUI DESIGN

NEUTRINO

APPLICATIONS

Argentina

QNX	2,532,200
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Australia

QNX	1013421
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Canada

QNX	1,234,289
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Brazil

QNX	
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China

QNX	4199948
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Hong Kong

QNX	300263853
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Mexico

QNX	683,406
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New Zealand

QNX	716,295
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Singapore

QNX	T04/131352Z
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Russia

QNX Design	137130
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USA

BUILD A MORE RELIABLE WORLD	76/036,058
MOMENTICS	78/140,725

India

PHOTON MICROGUI Design	687,526
NEUTRINO	688,653
QNX Design	647,823
MOMENTICS	1146861
QNX	1317400

South Africa

MOMENTICS	2002/16809
QNX	200413065

Switzerland

QNX	55141/2004
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Taiwan

QNX	93033475
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Worldwide (Madrid Protocol Filings)

[REDACTED]	
MOMENTICS	791573