

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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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
Paradigm Electronics Incorporated		08/31/2005	CORPORATION:

RECEIVING PARTY DATA

Name:	Paradigm Electronics, Inc.
Street Address:	205 Annagem Blvd.
City:	Mississauga
State/Country:	CANADA
Postal Code:	L5T2VI
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2169614	PARADIGM
Registration Number:	1403877	PARADIGM
Registration Number:	2718298	STYLUS
Registration Number:	2790928	ATOM
Registration Number:	2240451	P

CORRESPONDENCE DATA

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: sharon.kopp@weil.com, phyllis.eremitaggio@weil.com  
 Correspondent Name: Weil, Gotshal & Manges LLPc/o Sharon Kopp  
 Address Line 1: 767 5th Avenue  
 Address Line 4: New York, NEW YORK 10153

DOMESTIC REPRESENTATIVE

Name: Weil, Gotshal & Manges c/o Sharon Kopp

CH \$140.00 2169614

Address Line 1: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Sharon Kopp
Signature:	/Sharon Kopp/
Date:	09/08/2005

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 31st day of August, 2005 ("Effective Date"), is from Paradigm Electronics Incorporated, a corporation organized under the laws of Canada and its Subsidiaries (collectively, "Assignor"), to Paradigm Electronics, Inc., a corporation organized under the laws of Canada ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest, whether statutory or common law rights, in and to the trademarks and registrations therefor listed in the attached Schedule A (the "Assigned Trademarks").

WHEREAS, Assignor and Assignee and certain other Parties entered into that certain Share Purchase Agreement dated July 29, 2005, as amended (the "Agreement"); and

WHEREAS, in connection with the Agreement, Assignee desires to acquire, and Assignor desires to assign, Assignor's entire worldwide right, title and interest in and to the Assigned Trademarks, and Assignor is willing to assign the Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Assignor does hereby sell, assign and transfer to Assignee its entire worldwide right, title and interest, both statutory and common law rights, in the Assigned Trademarks, together with the goodwill connected with and symbolized by the Assigned Trademarks, or to which the Assigned Trademarks pertain, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Assigned Trademarks are granted or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.
2. Assignor agrees to execute any additional documents and to take such other actions as may be necessary to transfer to Assignee its entire right, title and interest in and to the Assigned Trademarks.

3. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment, as to the Assigned Trademarks herein referred to.
4. This Assignment is binding upon, and inures to the benefit of, Assignor, Assignee and their respective legal representatives, successors and assigns.
5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks a.
6. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws.
7. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

PARADIGM ELECTRONICS  
INCORPORATED

PARADIGM ELECTRONICS INC.

By: 

By: 

Name: SCOTT BABBY

Name: SCOTT BABBY

Title: DIRECTOR

Title: DIRECTOR

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK  
REEL: 003155 FRAME: 0610

Schedule A

TRADEMARKS

Country	Trademark Name	Reg. #	Reg. Date
U.S.	PARADIGM	2,169,614	June 30, 1998
U.S.	PARADIGM	1,403,877	August 5, 1986
U.S.	STYLUS	2,718,298	May 27, 2003
U.S.	ATOM	2,790,928	December 9, 2003
U.S.	P Stylized letters	2,240,451	April 20, 1998

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