

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/31/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orenda Corporate Finance Ltd.		08/31/2005	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Ernest & Young Orenda Corporate Finance Inc.
Street Address:	222 Bay St.
City:	Toronto
State/Country:	CANADA
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2334073	ORENDA
Registration Number:	2330475	ORENDA CORPORATE FINANCE

**CORRESPONDENCE DATA**

Fax Number: (212)682-0200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-880-6360  
 Email: trademark@torys.com  
 Correspondent Name: Louis S. Ederer  
 Address Line 1: 237 Park Avenue  
 Address Line 4: New York, NEW YORK 10017

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:

CH \$65.00 2334073

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Dolly Alevizato

Signature:

/Dolly Alevizatos/

Date:

09/14/2005

Total Attachments: 2

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## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT is made and entered into as of August 31, 2005, between Orenda Corporate Finance Ltd., an Ontario corporation, with its principal place of business located at Canada Trust Tower, BCE Place, 161 Bay Street, Suite 4220, Toronto, ON M5J 2S1 (hereinafter "Assignor"), and Ernst & Young Orenda Corporate Finance Inc., a Canadian corporation, with its principal place of business located at 222 Bay St., 31st Floor, Toronto, ON M5K 1J7 (hereinafter "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated July 14, 2004, between Assignor and Assignee (hereinafter "Purchase Agreement"), Assignor agreed, *inter alia*, to sell, convey, assign, transfer and deliver to Assignee the trademarks on the attached Schedule A (hereinafter "Trademarks").

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

1. Assignor is the owner of the Trademarks.
2. Assignor hereby irrevocably sells, assigns, transfers and conveys unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, the goodwill symbolized thereby, the business associated therewith, which business is ongoing and existing, the United States Trademark Registrations therefor, and all of Assignor's rights, if any, to sue for or make claims with respect to any past, present or future infringement of the Trademarks
3. It is expressly understood that this Agreement is not intended in any manner to supersede, amend, modify, enlarge or limit any of the provisions contained in the Purchase Agreement. In the event of any conflict between a provision hereof and a provision of the Purchase Agreement, the provision of the Purchase Agreement shall prevail.

IN WITNESS WHEREOF, each of the parties has executed this Confirmatory Trademark Assignment as of the date first written above.

Assignor:


Orenda Corporate Finance Ltd.

  
Name: David Dunkin

Title: President

Assignee:

Ernst & Young Orenda Corporate Finance Inc.

  
Name: Doris S. Stamml

Title: Secretary

**SCHEDULE A**

<b>TRADEMARK</b>	<b>U.S. TRADEMARK REGISTRATION NO.</b>
ORENDA (Stylized)	2,334,073
ORENDA CORPORATE FINANCE	2,330,475