

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ice-Pak Inc.		09/30/2002	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cryopak Industries Inc.		
<b>Street Address:</b>	1053 Derwent Way, Annacis Island		
<b>City:</b>	Delta, British Colombia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V3M 5R4		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1320241		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-876-3192		
<b>Email:</b>	pmcbride@sonnenschein.com		
<b>Correspondent Name:</b>	Peggy L. McBride		
<b>Address Line 1:</b>	8000 Sears Tower		
<b>Address Line 2:</b>	Sonnenschein Nath & Rosenthal LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	09813680-0001		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			

**OP \$40.00 1320241**

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Peggy L. McBride

Signature:

/Peggy L. McBride/

Date:

11/29/2005

**Total Attachments: 7**

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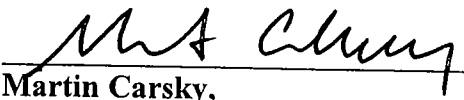
## DECLARATION OF MARTIN CARSKY

I, **Martin Carsky**, hereby declare as follows:

1. I am over the age of eighteen (18), have personal knowledge of the facts cited herein and would and could testify to the same.
2. I am **the President and Chief Executive Officer** at Cryopak Industries Inc. ("Cryopak"), a Canadian corporation with its principal place of business at 1053 Derwent Way, Annacis Island, Delta, British Columbia, Canada, V3M 5R4.
3. On **September 30, 2002**, Cryopak purchased all of the issued and outstanding shares of Ice-Pak Inc, and therefore the goodwill of the business was also purchased and transferred to Cryopak. (See Exhibit A attached hereto.)
4. Through this purchase, Ice-Pak Inc. assigned its intellectual property assets to Cryopak, including all of its registered and unregistered trademarks. (See Exhibit A attached hereto.)
5. As a result of said purchase, Cryopak is now the legal and rightful owner of the trademark ICE-PAK (design), Registration No. 1,320,241.
6. Portions of the agreement between Cryopak and Ice-Pak Inc. are attached hereto as Exhibit A.
7. Due to the length and complexity of the agreement, only those pages pertinent to show that Cryopak now owns the intellectual property assets of Ice-Pak Inc. have been attached.

8. I declare under penalty and perjury under the laws of the United States of America, that the foregoing is true and correct.

Executed this 29<sup>th</sup> day of August 2005 in Delta, Canada.

  
\_\_\_\_\_  
Martin Carsky,  
President and CEO

14448978

**SHARE PURCHASE AGREEMENT**

**THIS AGREEMENT** made effective the 30<sup>th</sup> day of September, 2002.

**AMONG:**

**CRYOPAK INDUSTRIES INC.**, a British Columbia company having its registered office in Vancouver, British Columbia

("Cryopak")

**OF THE FIRST PART**

**AND:**

**STEVE BELITZKY** ("Belitzky"), a resident of Montreal, Quebec, **CARYN WELTMAN** ("Weltman"), a resident of Montreal, Quebec, **JASON BELITZKY** ("J. Belitzky"), a resident of Whistler, British Columbia and **MARA BELITZKY** ("M. Belitzky"), a resident of Orleans, Ontario (collectively the "Belitzky Family") and **JEFF DICHTER** ("Dichter"), a resident of Montreal, Quebec and **THE DICHTER FAMILY TRUST** (the "Dichter Trust") a trust organized under the laws of Quebec (collectively the "Dichter Family")

(individually a "Seller" and collectively the "Sellers")

**OF THE SECOND PART**

**AND:**

**2796112 CANADA INC.** and any and all predecessor corporations ("Amalco"), a corporation amalgamated under the CBCA having its principal office in Montreal, Quebec, **ICE-PAK LTD.** ("IPL"), a CBCA corporation having its head office in Montreal, Quebec and **ICE-PAK INC.** ("IPI"), a Massachusetts company having its head office in Boston, Massachusetts

(collectively "Ice-Pak")

**OF THE THIRD PART**

**AND:**

**4077172 CANADA INC.**, a CBCA corporation having its principal office in Montreal, Quebec

("4077172")

**OF THE FOURTH PART**

**WHEREAS:**

**TRADEMARK**

**REEL: 003200 FRAME: 0890**

- (h) purchased or sold any material asset, other than (i) redundant assets not required for the Ice-Pak Business, and (ii) all life insurance policies on the lives of Belitzky and Dichter,
- (i) amended or changed or taken any action to amend or change the constating documents of IPL or IPI,
- (j) increased or agreed to increase the remuneration of, or paid or agreed to pay any pension, bonus, share of profits or other similar benefit to, any of the Covenantors or to any director or officer or former director or officer of Ice-Pak, other than retirement allowances and bonuses paid to certain employees at the Adjustment Time,
- (k) made any payment of any kind to or on behalf of any or all of the Covenantors or any affiliate or associate of any or all of the Sellers or under any management agreement with Ice-Pak other than business-related expenses and salaries in the ordinary and normal course of its business and at the regular rates payable to them as at the date such payments were made;
- (l) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its assets or property, whether tangible or intangible, or
- (m) authorized or agreed or otherwise become committed to do any of the foregoing;

#### **Ice-Pak Products**

2.1.25 Schedule 2.1.25 contains an accurate and complete description of all material products of Ice-Pak (the "Ice-Pak Products") in the standard sizes and dimensions in which they are ordinarily sold (it being acknowledged by Cryopak that Ice-Pak may sell products of a similar nature which are manufactured to size specifications requested by particular customers and which shall also constitute Ice-Pak Products);

#### **Ice-Pak Intellectual Property**

2.1.26 Schedule 2.1.26 annexed hereto is a complete and accurate list of all material registered and unregistered trademarks, service marks, trade names, patents, inventions, trade secrets, Domain Names, copyrights, service marks, industrial designs, applications for the registration thereof and other industrial and intellectual property (collectively the "Ice-Pak Intellectual Property") owned or licensed by Ice-Pak or necessary or material to or used in connection with the conduct of each and every aspect of the business of Ice-Pak as presently conducted and which schedule sets forth, where appropriate, an identification of each such item of Ice-Pak Intellectual Property, the country and date of any registration thereof or application therefor and the serial or registration number thereof; Ice-Pak has the right to use all such Ice-Pak Intellectual Property without restriction of any nature whatsoever and the consummation of the transactions contemplated herein will not adversely affect the right of Ice-Pak to use such Ice-Pak Intellectual Property without restriction; except for Ice-Pak Intellectual Property that is licensed by Ice-Pak and identified as such in Schedule 2.1.26, Ice-Pak

is the registered and beneficial owner of all Ice-Pak Intellectual Property with good and marketable title, unencumbered, and subject to no pending challenge, revocation, expiry or termination; Ice-Pak is not required to pay royalties, fees or other consideration to any other person with respect to the use of such Ice-Pak Intellectual Property or in connection with the conduct of its business or otherwise, there are no arguments, judgments, decrees or orders restricting or limiting the use by Ice-Pak of any of the Ice-Pak Intellectual Property and to the best of the knowledge of the Covenantors the operation of the business of Ice-Pak does not violate, breach or infringe any patents, copyrights, trade names, trademarks, industrial designs or licenses held by others and the Covenantors have no knowledge of any alleged breach or violation thereof. All of the Ice-Pak Intellectual Property listed in Schedule 2.1.26 as registered or filed has been duly registered or filed in the appropriate governmental office or with the appropriate Governmental Authority, to the extent that any such registration is required by law and Ice-Pak has paid all fees due prior to the Closing Date that are necessary to obtain or maintain in force any of the Ice-Pak Intellectual Property or the exclusive rights thereto. No event has occurred during the registration or filing of, or during any other proceeding relating to, the Ice-Pak Intellectual Property that would make invalid or unenforceable, or negate the right to issuance or use of any of the Ice-Pak Intellectual Property (other than the refusal by the United States Patent and Trademark Office to register "Ice-Pak" as a trademark in the United States) and there has been no refusal or threat of refusal to register any trademark or trade name on the basis that it is not protectable or confusingly similar to another mark or name. Ice-Pak has not granted any other party rights with respect to the Ice-Pak Intellectual Property and the patents, trademarks, service marks, industrial designs and copyrights set forth in Schedule 2.1.26 are valid and all applications for registration in respect thereof set forth on Schedule 2.1.26 have been duly filed. No governmental registration of the rights of Ice-Pak with respect to any Ice-Pak Intellectual Property has lapsed, expired or been cancelled, abandoned, opposed or is a subject of a re-examination or cancellation request. There have been no claims and there is no basis for any claim challenging the scope, validity or enforceability of any of the Ice-Pak Intellectual Property or applications for the registration thereof of Ice-Pak. There have not been nor are there any infringements or threats of infringements by Ice-Pak or any asserted or unasserted claims of third parties against Ice-Pak in respect of infringements or misappropriation of any intellectual property rights of any kind nor are there any infringements of any of Ice-Pak's Intellectual Property nor any asserted or unasserted claims by Ice-Pak contesting or challenging the right, title or interest of any other person in any of the Ice-Pak Intellectual Property. The use of the Ice-Pak Intellectual Property by Ice-Pak has not infringed upon the rights of any other party and Ice-Pak has not received any notice of the revocation, withdrawal, expiration, abandonment or breach of any right to use the Ice-Pak Intellectual Property. All Domain Names of Ice-Pak are duly registered with the authority charged with maintaining same and such Domain Names do not violate or exist in breach of the Ice-Pak Intellectual Property rights of any other person. Ice-Pak has the right to own and use the Domain Names listed in Schedule 2.1.26. The term "Domain Name" as used herein is a name or address used to identify or locate a particular U.R.L. on the Internet.

### Title to Properties

12.13 This Agreement may be executed in as many counterparts as may be necessary or by facsimile and each such agreement or facsimile so executed will be deemed to be an original and such counterparts together will constitute one and the same document.  
Language of this Agreement

12.14 The parties hereto have required by their express volition that this Agreement be drawn up in English only; les parties aux présentes ont exigé de leur volonté expresse que la présente convention soit rédigée en anglais seulement.


IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

CRYOPAK INDUSTRIES INC.

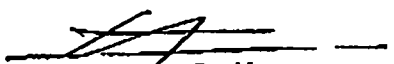
Per:   
Authorized Signatory

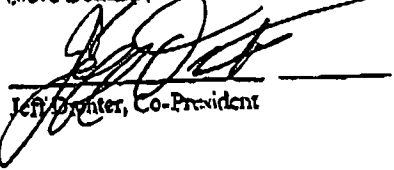
2796112 CANADA INC.

Per:   
Steve Balitzky

Per:   
Jeff Dichter

ICE-PAK LTD.

Per:   
Steve Balitzky, Co-President

Per:   
Jeff Dichter, Co-President

ICE-PAK INC.

Per:   
Steve Balitzky, President



- A. In the Letter of Intent, Cryopak expressed its intent to purchase all of the issued and outstanding shares of IPL and IPI and the Shareholder's Loan;
- B. Effective as of September 30, 2002, 2796112, BelitzkyCo and DichterCo amalgamated under the CBCA to form Amalco;
- C. The Sellers own all of the issued and outstanding shares of Amalco;
- D. Amalco owns all of the issued and outstanding shares of IPL and IPI;
- E. Subsequent to the execution of the Letter of Intent, the Parties have proposed that the Sellers will sell the shares of Amalco to Cryopak, resulting in Cryopak indirectly acquiring the shares of IPL and IPI rather than purchasing the shares of IPL and IPI directly;
- F. The Shareholder's Loan has been assigned by BelitzkyCo to 4077172;
- G. Belitzky and Dichter are Co-Presidents of IPL, and Belitzky is the President of IPI; and
- H. The Letter of Intent is to be superceded by this Agreement, except for sections 7 and 10 thereof;

NOW THEREFORE the parties agree as follows:

## PART I

### INTERPRETATION

#### Definitions

1.1 In this Agreement, in the recitals:

"Adjustment Time" means 11:59 p.m., Eastern Time, on the Effective Date;

"Affiliate" of a particular Person means another Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the particular Person, and for the purposes of this definition, "control", "controlling" and "controlled" import the power to direct management and policies, directly or indirectly, whether through ownership of voting securities, by contract or otherwise;

"Amalco Shares" means any and all issued and outstanding shares of Amalco as at the Adjustment Time;

"BC Company Act" means the *Company Act* (British Columbia) in effect from time to time;

"BelitzkyCo" means S. Belitzky Holdings, Inc., a corporation which was duly organized under the CBCA prior to its amalgamation with DichterCo and 2796112 to form Amalco;

"Business Day" means a day which is not a Saturday, Sunday or a statutory holiday in British Columbia or the Province of Quebec;