

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
Stemsoft Software Inc.		12/01/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	StemCell Technologies Inc.		
Street Address:	570 West 7th Avenue		
Internal Address:	Suite 400		
City:	British Columbia		
State/Country:	CANADA		
Postal Code:	V5Z 1B3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2302670	L-CALC	
CORRESPONDENCE DATA			
Fax Number:	(202)331-4308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-293-7060		
Email:	vmullineaux@sughrue.com, ksmith@sughrue.com		
Correspondent Name:	Kevin G. Smith		
Address Line 1:	2100 Pennsylvania Avenue		
Address Line 2:	Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	S4127		
DOMESTIC REPRESENTATIVE			
Name:			

CH \$40.00 2302670

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kevin G. Smith

Signature:

/Kevin G. Smith/

Date:

01/04/2006

Total Attachments: 1

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ASSIGNMENT OF TRADE-MARK

THIS ASSIGNMENT is made as of the 1st day of December, 2005

BY:

STEMSOFT SOFTWARE INC., a company incorporated under the laws of the Province of British Columbia, Canada, with offices located at Suite 401, 570 West 7th Avenue, Vancouver, British Columbia, Canada V5Z 1B3

(the "Assignor")

TO:

STEMCELL TECHNOLOGIES INC., a company incorporated under the federal laws of Canada, with offices located at Suite 400, 570 West 7th Avenue, Vancouver, British Columbia, Canada V5Z 1B3

(the "Assignee")

WHEREAS:

A. The Assignor is the owner of the trade-mark L-CALC (the "Trade-mark") which has been registered in the United States under Registration No. 2,302,670 (the "Registration") for use with computer software for use in preparing, analyzing and communicating medical reports.

B. The Assignor wishes to assign all of its interest in the Trade-mark and the Registration to the Assignee, and the Assignee wishes to acquire the Trade-mark and the Registration, on the terms set out in this Agreement.

NOW THEREFORE, for good and valuable consideration paid to it by the Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the Trade-mark together with all of the benefit of the Registration as well as any other application to register the Trade-mark, any registration obtained for the Trade-mark, any use of the Trade-mark both before and after registration, the goodwill of the business relating to the Trade-mark and to the wares associated with the Trade-mark, as well as the right to bring proceedings for past, present and future infringement of the Trade-mark, to hold unto the Assignee absolutely.

IN WITNESS WHEREOF the Assignor has caused its duly authorized representative to execute and deliver this Assignment to the Assignee as of the date set out, above.

STEMSOFT SOFTWARE INC.

By: 
Authorized Signatory