

TRADEMARK



ONLY

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Tab settings

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To the Director of the United States Patent and Trademark Office. Please forward original documents or copy thereof.

12-23-05

1. Name of conveying party(ies):

ARBELL INC.

- Individual(s)
- General Partnership
- Corporation-State **CANADA**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **NOVEMBER 1, 2002**

2. Name and address of receiving party(ies):

Name: **LISTA INTERNATIONAL CORPORATION**

Internal Address:

Street Address: **106 LOWLAND STREET**

City: **HOLLISTON** State: **MA** ZIP: **01746**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State **MASSACHUSETTS**

Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark / Service Mark Application No.(s)

B. Trademark / Service Mark Registration No.(s)

3009924

3009924

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **ROBERT F. DELBRIDGE**

Internal Address: **CUSTOMER ID No. 28079**

Street Address:

City: State: ZIP::

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ **\$65.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

50-1641 12/23/2005 LNUELLER 00000008 501641 3009924

01 EC:A521 40.00 DA

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ROBERT DELBRIDGE (Reg. No.24969)

Name of Person Signing

Robert Delbridge
Signature

DECEMBER 9, 2005

Date

Total number of pages including cover sheet, attachments, and

5

GENERAL CONVEYANCE

TO

LISTA INTERNATIONAL CORPORATION

THIS AGREEMENT made as of the 1st day of November, 2002,

BETWEEN:

ARBELL INC.
(hereinafter called the "Vendor")

OF THE FIRST PART,

- and -

LISTA INTERNATIONAL CORPORATION,
(hereinafter called the "Purchaser")

OF THE SECOND PART.

WHEREAS the Vendor has agreed to sell to the Purchaser certain assets of the Vendor as set forth in Schedule "A" hereto (the "Purchased Assets") in accordance with the terms of a certain Asset Purchase Agreement dated the 17th day of October, 2002 (the "Asset Purchase Agreement"), between the Vendor and Purchaser;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Vendor:

1. The Vendor hereby grants, bargains, assigns, transfers, conveys and sets over unto the Purchaser all of the Purchased Assets, to hold the said sold, assigned, transferred or conveyed

Purchased Assets and all right, title and interest of the Vendor thereto and therein unto and to the use of the Purchaser, its successors and assigns, forever.

2. The Vendor covenants and agrees that the Vendor is rightfully and absolutely possessed of and entitled to the Purchased Assets and that the Vendor has good right, title and authority to assign, convey and transfer the same to the Purchaser according to the true intent and meaning of this Agreement and that the Purchaser shall, upon the execution and delivery of this Agreement, have possession of and may from time to time and at all times hereinafter peaceably and quietly have, hold, possess and enjoy the Purchased Assets and every part thereof to and for the Purchaser's own use and benefit without any manner of hindrance, interruption, claim or demand whatsoever of, from or by the Vendor, or any person whomsoever claiming through or under the Vendor, and with good and marketable title thereto free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, options, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature or kind whatsoever.

3. The Vendor covenants and agrees with the Purchaser that the Vendor will from time to time and at all times hereafter, upon reasonable request of the Purchaser, make, do and execute or cause or procure to be made, done and executed, all such further acts, deeds or assurances as may be reasonable required by the Purchaser whether for more effectually and completely vesting in the Purchaser the Purchased Assets hereby sold, assigned, transferred or conveyed in accordance with the terms hereof or for the purpose of registration or otherwise.

4. The Vendor hereby declares that, as to any property and assets or interest in any property or assets of the Vendor intended to be transferred, assigned, conveyed, bargained, sold and set over to the Purchaser hereby and the title to which may not have passed to the Purchaser by virtue of this Agreement or any transfers or conveyances which may from time to time be executed and delivered in pursuance of the covenants aforesaid, the Vendor holds the same in trust for the Purchaser to convey, assign and transfer the same as the Purchaser may from time to time direct.

5. Terms capitalized but not defined herein shall have the meanings attributed to them in the Asset Purchase Agreement.

6. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario.

7. This Agreement shall be binding and enure to the benefit of the Vendor and the Purchaser and their respective successors and assigns.

IN WITNESS WHEREOF the Vendor has executed this Agreement on the date first above written.

ARBELL INC.

Per:



(e.s.)

Anne Willem Hart,
Chief Executive Officer

Schedule "A"

1. The world wide rights (save and except for Canada only) to the use and enjoyment of the trademarks and trade names ARBELL, ARLINK, DEFINITE POSITIONING SYSTEM, DESIGNED FOR A CHANGING WORLD and YOUR PARTNERS IN PRODUCTION and any incidental web site addresses, domain names, business names, trademarks, trademark registrations and applications, service marks, service mark registrations and applications, together with all rights under licences, registered user agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing (collectively, "the Lista Intellectual Property"); and

2. The tangible assets listed below ("collectively, the Lista Tangible Assets"):

ACCOUNT GLM_DESC	GLY_BALANCE
123020 TRADE ACCTS REC ARLINK U.S \$	345,750.32
123120 TRADE ACCTS REC ARLINK U.S \$-EXCHG	201,709.48
142011 PPD SHOWS - EPTECH '02 ADP	1,018.41
142018 PPD SHOWS-MED.DES.& MAN-OCT/01	978.00
142021 PPD SHOWS-FIBEROPTIC EXP-DEC02	4,355.36
142040 PPD SHOW - NEPCON E JUNE 03	1,775.23
142050 PREPAID SHOWS - ATE SEPT 02	13,976.80
142070 PREPAID SHOWS - APEX JAN 03	2,881.35
142080 PPD SHOWS - MEXITRONICA OCT/02	4,554.81
201020 ACCOUNTS PAYABLE US \$ -ARLINK	(8,928.90)
201120 ACCOUNTS PAY EXCH US \$ -ARLINK	(1,647.21)
201520 SUNDRY ACCRUALS - ARLINK	(19,300.00)
210500 ACCRUED US SALES EXPENSES CDNS\$	(14,714.74)
212020 QTR ACC'L & BONUS REG MGR US\$	(3,469.77)
212120 QTR ACC'L & BONUS RM US\$-EXCHG	(2,056.53)
212500 COMMISSION PAYABLE-US REG MGRS	-
212800 COMM PAYABLE US REG MGRS-EXCHG	(173.42)
215000 COMMISSION PAY US REPS- US\$	(38,921.08)
215100 COMMISS PAY US REPS- US EXCH	(40,205.51)
222000 US PENSION FUND US\$	10,245.98
222100 PENSION FUND US \$- EXCH	(849.57)
227520 SALES TAX ALL US STATES- US\$	379.01
227620 SALES TAX ALL US STATES- EXCHG	(6,439.81)
	450,918.21