

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Dissolution Agreement and Transfer | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| 6457266 CANADA LTD. | | 11/28/2005 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | COM DEV Ltd. | | |
| Street Address: | 155 Sheldon Drive | | |
| City: | Cambridge, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | N1R 7H6 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2352321 | CALTRAC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)685-6929 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-815-3511 | | |
| Email: | jklemmer@sgrlaw.com, mbedsole@sgrlaw.com | | |
| Correspondent Name: | Joyce B. Klemmer | | |
| Address Line 1: | 1230 Peachtree Street, N.E. | | |
| Address Line 2: | Suite 3100, Promenade II | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | COM DEV. - CALTRAC | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Joyce B. Klemmer | | |
| Address Line 1: | 1230 Peachtree Street, N.E. | | |
| Address Line 2: | Suite 3100, Promenade II | | |

OP \$40.00 2352321

Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER: Joyce B. Klemmer

Signature: /Joyce B. Klemmer/

Date: 08/14/2006

Total Attachments: 2
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DISSOLUTION AGREEMENT

THIS AGREEMENT made as of the 28th day of November, 2005.

B E T W E E N:

6457266 CANADA LTD., a corporation incorporated
pursuant to the laws of Canada,

(hereinafter called the "Transferor")

OF THE FIRST PART

- and -

COM DEV LTD., a corporation incorporated
pursuant to the laws of Canada,

(hereinafter called the "Transferee")

OF THE SECOND PART

The Transferee, as the sole shareholder of the Transferor, has authorized the voluntary dissolution of the Transferor pursuant to section 210 of the *Canada Business Corporations Act* and, on the dissolution of the Transferor, is entitled to receive all the property of the Corporation available for distribution to its shareholders.

NOW THEREFORE the parties agree as follows:

1. The Transferor grants, bargains, assigns, transfers, conveys and sets over unto the Transferee all the right, title and interest of the Transferor in and to all its property, assets and business, both real and personal, movable and immovable, wherever situate, including without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts, and goodwill including in particular the goodwill of the name and all rights of whatsoever nature and kind to which the Transferor is entitled.
2. The Transferee expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect of all liabilities of the Transferor but to the extent only of the net value of the assets received by the Transferee from the Transferor pursuant to the distribution provided for herein and subject to the limitations in Section 226 of the *Canada Business Corporations Act*.
3. It is expressly understood and agreed that any contract to which the Transferor is a party which is not assigned to the Transferee (because such contract is not assignable without the consent of the other party or parties thereto) shall be held in trust for the Transferee and

performed by the Transferee in the name of the Transferor, and all benefits derived thereunder shall be for the account of the Transferee. The Transferee agrees to indemnify and save harmless the Transferor from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Transferee in the name of the Transferor of any such contract not assigned to the Transferee.

4. The Transferee agrees to indemnify and save harmless the directors of the Transferor from any and all liabilities of the Transferor, including federal and provincial income taxes, for which the directors of the Transferor may become personally liable by virtue of this Agreement and the distribution of the property of the Transferor to the Transferee resulting therefrom.

5. The Transferor constitutes and appoints the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the Transferor with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the property, assets and business, both real and personal, and both movable and immovable wherever situate of the Transferor to the Transferee, its successors and assigns.

6. The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and the aforementioned power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Minister of Industry or be otherwise revoked.

7. The Transferor and the Transferee shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

6457266 CANADA LTD.

Per:


Authorized Signing Officer

COM DEV LTD.

Per:


Authorized Signing Officer

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