

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
Gallium Software Inc.		06/09/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	4340965 Canada Inc.		
Street Address:	303 Moodie Drive		
Internal Address:	Suite 4000		
City:	Nepean		
State/Country:	ONTARIO		
Postal Code:	K2H 9R4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78761225	I-SIM	
Registration Number:	2130817	GALLIUM	
Registration Number:	1855547	INTERMAPHICS	
CORRESPONDENCE DATA			
Fax Number:	(416)868-0673		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	416-601-7713		
Email:	cdelint@mccarthy.ca		
Correspondent Name:	McCarthy Tetrault LLP, Attn: C. de Lint		
Address Line 1:	66 Wellington St. W., TD Bank Tower		
Address Line 2:	Box 48, Suite 4700		
Address Line 4:	Toronto, ONTARIO M5K 1E6		
ATTORNEY DOCKET NUMBER:	200718-379823		
NAME OF SUBMITTER:	Christine de Lint		

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Signature:	/christine de lint/
Date:	09/12/2006
Total Attachments: 4 source=Assignment from Gallium Software to 4340965 Canada#page1.tif source=Assignment from Gallium Software to 4340965 Canada#page2.tif source=Assignment from Gallium Software to 4340965 Canada#page3.tif source=Assignment from Gallium Software to 4340965 Canada#page4.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, dated June 9, 2006 (this "*Assignment*"), is entered into by Gallium Software Inc. ("*Assignor*") for the benefit of 4340965 Canada Inc. ("*Assignee*").

RECITALS

A. Pursuant to an Asset Purchase Agreement (the "*Purchase Agreement*"), dated as of May 26, 2006, by and among Assignor, Kongsberg Defence & Aerospace AS, 1427518 Ontario Inc. and John L. Prior (collectively, "*Sellers*"), and Assignee, Assignee is purchasing and acquiring from Sellers certain assets and liabilities, all as provided in the Purchase Agreement.

B. Assignor owns certain trademarks, service marks, trade names, names, slogans, titles, logos, and other designations related to the Purchased Business identified in Attachment A attached hereto (collectively, the "*Marks*") and the applications and registrations listed in Attachment A.

B. Pursuant to the Purchase Agreement, Assignor desires to transfer and assign all right, title and interest in and to said Marks, and all right, title and interest under said applications and registrations related thereto, from Assignor to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

1. Without limiting or amending Assignor's representations and warranties made in the Purchase Agreement, Assignor represents and warrants to Assignee, its successors, transferees and assignees that it (a) owns all right, title and interest in and to the Marks and the applications and registrations related thereto, and (b) has the full power to enter into and perform this Assignment and to make the transfers of the Marks and the applications and registrations related thereto.

2. Assignor does hereby assign, transfer and convey, to Assignee, its successors, transferees and assignees, all right, title and interest, including, without limitation, common law rights, in Canada, the United States and all other jurisdictions worldwide in and to each of the Marks and applications and registrations related thereto, together with the goodwill of the business symbolized by the Marks and that portion of the business that is ongoing and existing to which the Marks pertain, and further including all claims for damages by reason of past, present and/or future infringement of the Marks, with the right to sue for, and collect, the same for Assignee's own use and benefit.

3. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, without further consideration, at any time and from time to time after the date hereof, it will cooperate with Assignee to execute and deliver such other documents and instruments and to do such further acts and things as from time to time may be reasonably requested by Assignee to perfect, register and enforce Assignee's ownership of any of the Marks.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of the date first written above.

GALLIUM SOFTWARE INC.

By: [Signature]
Name: ROTHMAN
Title: CEO

PROVINCE OF Ontario

CITY OF Ottawa

On this 9th day of June, 2006, before me, a Notary Public in and for said Province, personally appeared ROD HALL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal. [Signature]
Notary Public

Acknowledged and agreed to by:
4340965 CANADA INC.

By: [Signature]
Name:
Title:

Date: June 9, 2006

[Signature Page to Assignment of Trademarks]

Attachment A

REGISTERED CANADIAN MARKS

<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Registration Number</u>
AIRDEF 1	September 26, 1997	August 17, 1998	Gallium Software Inc.	TMA498739
GALLIUM	February 10, 1993	November 10, 1995	Gallium Software Inc.	TMA449758
INTERMAPHICS	December 30, 1992	November 5, 1993	Gallium Software Inc.	TMA419359

CANADIAN TRADE-MARK APPLICATIONS

<u>Mark</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Application Number</u>
I-SIM	November 10, 2005	Gallium Software Inc.	1,279,275

REGISTERED U.S. MARKS

<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Registration Number</u>
GALLIUM	IC 042	July 9, 1993	January 20, 1998	Gallium Software Inc.	2130817
INTERMAPHICS	IC 009	January 12, 1993	September 27, 1994	Gallium Software Inc.	1855547

U.S. TRADE-MARK APPLICATIONS

<u>Mark</u>	<u>Class</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Application Number</u>
I-SIM	IC 009, 042	November 28, 2005	Gallium Software Inc.	78/761225

COMMON LAW MARKS

A. Common Law Trade-marks

InterGEO

FOR THE WORLD YOU NEED TO SEE