

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Terray Corporation		05/30/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Invenit, Inc.		
<b>Street Address:</b>	Richardson House, Kingston General Hospital		
<b>Internal Address:</b>	c/o Dr. Charles Sorbie		
<b>City:</b>	Kingston, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K7L2V7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2892266	TRIHEDRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)592-1500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212.592.1400		
<b>Email:</b>	bwerbin@herrick.com		
<b>Correspondent Name:</b>	Barry Werbin, Esq.		
<b>Address Line 1:</b>	2 Park Avenue		
<b>Address Line 2:</b>	Herrick, Feinstein LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10016-9301		
<b>ATTORNEY DOCKET NUMBER:</b>	11761-0007		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			

CH \$40.00 2892266

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Barry Werbin

Signature:

/bw/

Date:

09/13/2006

**Total Attachments: 3**

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TRADEMARK BILL OF SALE AND ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that Terray Corporation, a Canadian corporation with an address at 49 Jackson Lane, Arnprior, Ontario, Canada K7S 3G8 (the "Assignor"), for good and valuable consideration, does grant, assign, convey, transfer and deliver, unto Invenit, Inc., ("Assignee"), and their successors and assigns, all of Assignor's worldwide right, title, ownership and interest in and to those registered and unregistered trademarks set forth in Schedule "A" hereto, together with all goodwill therein and associated therewith and all common law rights, including all rights to prosecute any past or future infringements thereof.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, to and for its use forever throughout the world and for any and all purposes now existing or hereafter invented. The assets, properties and rights of the Assignor being transferred to the Assignee hereunder are hereinafter referred to as the "Trademark Assets."

AND, for the consideration aforesaid, the Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney or attorneys of the Assignor, with full power of substitution, for the Assignor and in its name and stead or otherwise, by and on the behalf of and for the benefit of the Assignee, its successors and assigns, to demand and receive from time to time any and all of the Trademark Assets hereby assigned, transferred, conveyed and delivered, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of the Assignor or otherwise, but at the expense and for the benefit of the Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise which the Assignee, its successors and assigns, may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Trademark Assets hereby assigned, transferred, conveyed and delivered, and to defend or compromise any and all actions, suits, or proceedings in respect of any of the Trademark Assets and to do all such acts and things in relation thereto as the Assignee, its successors or assigns, shall deem desirable; and the Assignor hereby declares that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by the Assignor in any manner or for any reason.

AND, for the consideration aforesaid, the Assignor for itself and its successors and assigns has covenanted and by this Bill of Sale and Assignment does covenant with the Assignee, its successors and assigns, that Assignor and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto the Assignee, its successors, and assigns, all and singular the entire right, title and interest in the Trademark Assets hereby transferred, assigned and conveyed as the Assignee, its successors, or assigns, shall reasonably require.

This Bill of Sale and Assignment and the covenants and agreements herein contained shall inure to the benefit of the Assignee, its successors and assigns, and shall be binding upon the Assignor, its successors and assigns.

This Bill of Sale and Assignment may be recorded by Assignee in its sole discretion as it deems appropriate with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any other governmental office.

This Bill of Sale and Assignment shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable thereto, except that the construction, interpretation and enforcement of this Trademarks Bill of Sale for the United States trademark registrations set forth therein shall be governed by the laws of the United States applicable thereto.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed on their behalf by a duly authorized officer as of May 30, 2006.

ASSIGNOR:

TERRAY CORPORATION

By: 

Name: RAYMOND DESJARDINS

Title: PRESIDENT TERRAY CORP

ASSIGNEE:

INVENT INC.

By: 

Name: Charles Sorbie

Title: President

SCHEDULE "A"

**TRADEMARKS**

<u>Mark</u>	<u>U.S.P.T.O. Registration No.</u>
<b>TRIHEDRON</b>	2892266
	<u>CIPO Registration No.</u>
<b>TRIHEDRON</b>	TMA605757