

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PriceWaterhouseCoopers Inc. | | 08/13/2002 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | 3811981 Canada Inc. | | |
| Doing Business As: | DBA Universal Auctioneers.com | | |
| Street Address: | 306, de l'Eglise | | |
| Internal Address: | Suite 205 | | |
| City: | Ile Bizard, Quebec | | |
| State/Country: | CANADA | | |
| Postal Code: | H9C 1G9 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2070422 | COMMAND START | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (617)248-4000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617.248.4877 | | |
| Email: | tadmin@choate.com | | |
| Correspondent Name: | Heather E. Balmat | | |
| Address Line 1: | Two International Place | | |
| Address Line 2: | Choate, Hall & Stewart LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 2003390.0029 | | |
| DOMESTIC REPRESENTATIVE | | | |

OP \$40.00 2070422

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

| | |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Heather E. Balmat |
| Signature: | /Heather E. Balmat/ |
| Date: | 09/21/2006 |

Total Attachments: 4
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BILL OF SALE

THIS BILL OF SALE made on the 13 day of August 2002

BETWEEN:

PricewaterhouseCoopers Inc., solely in its capacity as Receiver of 3707874 Manitoba Ltd. formerly known as Kraus Group Inc. (the "Company"), and not in its personal capacity.

(herein called the "Vendor")

OF THE FIRST PART

3811981 Canada Inc.,
doing business as Universal Auctioneers.com

(herein called the "Purchaser")

OF THE SECOND PART

WHEREAS PricewaterhouseCoopers Inc. became Receiver by virtue of being appointed pursuant to an Order of the Honourable Mr. Justice Schulman of The Court of Queen's Bench, Winnipeg Centre, in Bankruptcy, with all the rights, powers, duties, obligations and provisions as contained in the order of the Honourable Mr. Justice Ground of Ontario Superior Court of Justice pronounced February 11, 2002 with respect to the Company and its assets;

AND WHEREAS the Vendor has agreed to sell to the Purchaser the right, title and interest, if any, in some of the Company's assets ("the "Assets") (see Appendix A), located at 204 Day Street, Winnipeg, Manitoba, on the terms described in this Bill of Sale between the Vendor and the Purchaser;

AND WHEREAS the Vendor has accepted the aforesaid offer from the Purchaser and has been granted authority to proceed with a sale of its interest in the Assets;

AND WHEREAS the Vendor hereby covenants with the Purchaser that it has done no act to encumber the Assets, save and except by accepting the offer of the Purchaser.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$87,430.77 inclusive of GST, the receipt of which is acknowledged, the parties hereto agree as follows:

1. Subject to paragraph 2 hereof, the Vendor hereby sells, transfers, conveys and assigns to the Purchaser and the Purchaser purchases from the Vendor, effective as of the close of business as of the date of this Bill of Sale, all of the Company's right, title and interest, if any, in and to the Assets and the Vendor's interest therein. Without limiting the generality of the aforementioned, the Vendor hereby sells, assigns, transfers and conveys to the Purchaser all right, title and interest, if any, of the Company and the Vendor's interest in and to the Trademarks particularized in Schedule "A" hereto, and all thereto related registrations, including, without any recourse whatsoever against the Vendor, the right to maintain or institute legal or administrative proceedings for any alleged past, present, or future infringement of the assigned rights, along with the goodwill of the business symbolized by the said Trademarks.
2. The Purchaser acknowledges that the Assets are purchased on an "as is, where is" basis and the Purchaser has inspected the Assets and is relying entirely upon its own investigation and inspection in proceeding with the transactions contemplated by this Bill of Sale. Without limiting the foregoing, the Purchaser acknowledges that the Vendor has made no representations or warranties, and that there are no terms, conditions, understandings or collateral agreements, express or implied, statutory or otherwise, with respect to the title, merchantability, condition, encumbrances, description, fitness for purchase, quality or quantity of the Assets or in respect of any other matter or thing whatsoever. The Purchaser acknowledges that all warranties and conditions, express or implied pursuant to *The Sale of Goods Act* of Manitoba do not apply hereto and are hereby waived by the Purchaser.
3. The Purchaser agrees and acknowledges that subsequent to closing, it is responsible for the Assets and their removal from 204 Day Street in Winnipeg, Manitoba at the sole expense of the Purchaser. This would also include any

costs associated with or damages incurred during, or as a result of, the removal of the Assets from the premises.

4. This Bill of Sale shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
5. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Manitoba.

IN WITNESS WHEREOF the Vendor and the Purchaser have executed this Bill of Sale as of the 13 day of August 2002.

**PricewaterhouseCoopers Inc.
Receiver of 3707874 Manitoba Ltd.
formerly known as Kraus Group Inc.,
and not in its personal capacity**

Name: Roxanne L. Anderson
Title: Senior Vice President

**3811981 Canada Inc.,
doing business as Universal Auctioneers.com**

Name:
Title:

DWL\Kraus\BILL OF SALE - Major assets.doc

APPENDIX "A"

(DESCRIPTION OF ASSETS)

1. 2419 units of Command Start remote car starters;
2. Tag number 1001: One electrical component sequence;
3. Tag number 1002: One electrical component sequence;
4. Tag number 1006: One electrical component insurption machine;
5. Tag number 1008: One Quad surface mount;
6. Tag number 1009: One Quad IIC MK2 chip mounter;
7. Tag number 1010: One Quad QSP – 2 surface mounter machine oven;
8. Tag number 1011: One Quad ZCR wave saudering machine;
9. Tag number 1019: One Kyowa microscope and colour CCD camera;
10. Tag number 1058: One econopak 229 wave saudering machine;
11. Tag number 1078: One blue giant electric pallet jack 3000 lbs.;
12. Tag number 1250: One Lanier 6540 photocopier with sorter;
13. COMMAND START, Canadian trademark registration No TMA507,023;
14. COMMANDSTART (& design), Canadian trademark registration No TMA268,695;
15. COMMAND START, US trademark registration No 2070422;
16. Commandstart.com (Internet domain name);
17. Commandstart.ca (Internet domain name);
18. All Canadian and US patents related to the remote starter business, including 130426, 434554 and 3811049.