

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Amalgamation with resulting Change of Name
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chrysalis-ITS Incorporated		09/05/2003	CORPORATION: CANADA
RTI Acquisition Corp.		09/05/2003	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Rainbow-Chrysalis Inc.
Street Address:	One Chrysalis Way
City:	Ottawa, Ontario
State/Country:	CANADA
Postal Code:	K2G6P9
Entity Type:	CORPORATION: ONTARIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2369180	LUNA

CORRESPONDENCE DATA

Fax Number: (202)344-8300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2023444000
 Email: mbharrison@venable.com
 Correspondent Name: Mark B. Harrison
 Address Line 1: Venable, P.O. Box 34385
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER:	35997-217538
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 2369180

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mark B. Harrison

Signature:

/mark b. harrison/

Date:

12/21/2006

Total Attachments: 9

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT, dated September 5, 2003, (this "Agreement") is entered into by and among Chrysalis-ITS Incorporated, a corporation incorporated under the *Business Corporations Act (Ontario)* (the "Company") and RTI Acquisition Corp., a corporation incorporated under the *Business Corporations Act (Ontario)* (the "Merger Sub").

RECITALS:

- (a) The boards of directors and the shareholders of each of Merger Sub and the Company (i) have determined that it is fair, advisable and in the best interests of Merger Sub and the Company, respectively, and their respective shareholders, to enter into a business combination whereby Merger Sub and the Company will amalgamate upon the terms and subject to the conditions set forth herein, and (ii) have approved and adopted this Agreement and the other transactions contemplated hereby in accordance with the *Business Corporations Act (Ontario)*;
- (b) The shareholders of the Company have approved the Transaction by Special Resolution at a special meeting of the Company's shareholders duly called in accordance and in compliance with the provisions of the *Business Corporations Act (Ontario)*, the Company's constating documents and any agreement between the Company's shareholders.
- (c) The Company was incorporated under the laws of the Province of Ontario by Certificate and Articles of Incorporation dated July 29, 1994;
- (d) Merger Sub was incorporated under the laws of the Province of Ontario by Certificate and Articles of Incorporation dated August 6, 2003;
- (e) The Company is authorized to issue (i) an unlimited number of Company Common Shares, of which 10,418,804 shares are issued and outstanding as of the date hereof, (ii) an unlimited number of Company Class A Shares, of which 5,512,047 are issued and outstanding as of the date hereof, and (iii) an unlimited number of Company Class B Shares, of which 4,364,406 shares are issued and outstanding as of the date hereof;
- (f) Merger Sub is authorized to issue an unlimited number of common shares, of which 100 Common Shares are issued and outstanding as fully paid and non-assessable as of the date hereof;
- (g) Each party has made full and complete disclosure to the other party of all their respective assets and liabilities; and
- (h) The parties hereto, acting under the authority contained in the *Business Corporations Act (Ontario)*, have agreed to amalgamate and continue as one corporation on the terms hereinafter set out.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Definitions.

(1) In this agreement:

"Amalgamating Corporations" means, collectively, Merger Sub and Company.

"Amalgamation Agreement" or "Agreement" means this amalgamation agreement.

"Act" means the *Business Corporations Act* (Ontario).

"Amalco" means the corporation continuing from the amalgamation of the Amalgamating Corporations.

"Business Combination Agreement" means a certain business combination agreement between Merger Sub, Company, Rainbow Technologies, Inc. and Capital Alliance Ventures Inc. to be dated on the Closing Date (the "Business Combination Agreement").

"Closing Date" means September 5, 2003, or such other date as determined by the parties in accordance with the Business Combination Agreement.

"Company Shares" means the Company Common Shares, the Company Class A Shares, and the Company Class B Shares.

"Company Common Shares" means the common shares in the capital of the Company.

"Company Class A Shares" means the Class A Preferred Shares in the capital of the Company.

"Company Class B Shares" means the Class B Preferred Shares in the capital of the Company.

"Dissenting Shareholders" has the meaning referred to in the Business Combination Agreement.

"Merger Sub Shares" means the common shares in the capital of Merger Sub.

- (2) Unless the context otherwise requires, all terms used in this Amalgamation Agreement which are defined in the Act or in the Business Combination Agreement have the respective meanings given to them in the Act or in the Business Combination Agreement.

Section 2 Amalgamation.

Upon the terms and subject to the conditions set forth herein, the Amalgamating Corporations hereby agree to amalgamate on the Closing Date pursuant to Sections 174, 175, and 176 and related provisions of the Act and to continue as one corporation upon the terms and conditions herein set out.

Section 3 Name

The name of the Amalco shall be Rainbow-Chrysalis Inc.

Section 4 Registered Office.

The registered office of Amalco shall be in the City of Ottawa, in the Province of Ontario. The address of the registered office of Amalco shall be One Chrysalis Way, Ottawa, Ontario, K2G 6P9.

Section 5 Business and Powers.

There shall be no restrictions on the business that Amalco may carry on or on the powers that Amalco may exercise.

Section 6 Authorized Share Capital.

Amalco shall be authorized to issue an unlimited number of common shares (the "Amalco Common Shares") and an unlimited number of redeemable preferred shares (the "Amalco Preferred Shares").

Section 7 Share Provisions.

The shares in the capital of Amalco shall have attached thereto the rights, privileges, restrictions and conditions set forth in Schedule "A".

Section 8 Share Transfer Restrictions.

The transfer of shares in the capital of Amalco shall be restricted in that no share shall be transferred without either (i) the consent of the directors of Amalco expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all such directors, or, (ii) the consent of the holders of shares to which are attached 100% of the voting rights attaching to all shares for the time being outstanding and entitled to vote at such time expressed by a resolution passed by such shareholders at a meeting duly called and constituted for that purpose or by an instrument or instruments in writing signed by all of such shareholders.

Section 9 Prohibition on Public Offering.

Any invitation to the public to subscribe for any securities of Amalco is prohibited.

Section 10 Number of Directors and First Directors.

(1) The number (or minimum and maximum number) of directors of Amalco shall be a minimum of one (1) and a maximum of ten (10), until changed in accordance with the Act. Until changed by special resolution of Amalco, or if the directors of Amalco are so authorized by special resolution of Amalco, by resolution of the said directors, the directors of Amalco shall consist of 3 directors and the first directors of Amalco shall be the following:

<u>Name</u>	<u>Address for Service</u>	<u>Resident Canadian</u>
David Longbottom	128 Fourth Avenue Ottawa, ON K1S 2L4	Yes
Antonio J. Sanchez	9426 Residencia Newport Beach, California, U.S.A. 92660	No
Shawn D. Abbott	305 Pinnacle Ridge Place	Yes

Calgary, Alberta
Canada T3E 6W3

- (2) The first directors named above shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed, subject to Amalco's by-laws.

Section 11 By-laws.

The by-laws of Amalco shall be the by-laws of Merger Sub. A copy of such by-laws may be examined at One Chrysalis Way, Ottawa, Ontario K2G 6P9 at any time during regular business hours prior to the Closing Date.

Section 12 Share Cancellation.

On the Closing Date, the issued and outstanding shares in the capital of the Amalgamating Corporations shall be cancelled and converted as follows:

- (a) Each Merger Sub Share issued and outstanding on the Closing Date will be cancelled and extinguished and will be automatically converted into an Amalco Common Share on the basis of one (1) Amalco Common Share for each Merger Sub Share;
- (b) Each Company Common Share issued and outstanding on the Closing Date will be cancelled and extinguished and, except for Company Common Shares which are held by Dissenting Shareholders, will be automatically converted into an Amalco Preferred Share on the basis of 0.198488 Amalco Preferred Shares for each Company Common Share;
- (c) Each Company Class A Share issued and outstanding on the Closing Date will be cancelled and extinguished and, except for Company Class A Shares which are held by Dissenting Shareholders, will be automatically converted into an Amalco Preferred Share on the basis of 0.57982 Amalco Preferred Shares for each Company Class A Share;
- (d) Each Company Class B Share issued and outstanding on the Closing Date will be cancelled and extinguished and, except for Company Class B Shares which are held by Dissenting Shareholders, will be automatically converted into an Amalco Preferred Share on the basis of 3.10145 Amalco Preferred Shares for each Company Class B Share;
- (e) No fraction of an Amalco Preferred Share will be issued upon conversion of Company Shares pursuant to the Transaction, but in lieu thereof, each holder of Company Shares who would otherwise be entitled to a fraction of an Amalco Preferred Share (after aggregating all fractional shares of Amalco Preferred Shares to be received by such holder) shall be entitled to receive from Amalco an amount of cash (rounded to the nearest whole cent) equal to the product of (i) such fraction of an Amalco Preferred Share, multiplied by (ii) US\$1.00;
- (f) On the Closing Date, the stated capital to be added to each class of securities of Amalco shall be as follows: (i) the Canadian dollar equivalent (determined as of the Closing Date) of an amount equal to US \$1.00 multiplied by the number of Amalco Preferred Shares issued on the amalgamation, in respect of the Amalco Preferred

Shares (the "Preferred Share Amount") and (ii) the Canadian dollar equivalent (determined as of the Closing Date) of US\$20,000,000 in the aggregate, in respect of the Amalco Common Shares.

Section 13 Certificates and Settlement Procedures.

- (1) Other than as set forth in Section 13(3) of this Agreement, no certificates will be issued in respect of Amalco Preferred Shares on or after the Closing Date and, in the interim, certificates representing Company Shares shall be deemed to entitle the holders thereof to: (i) that number of Amalco Preferred Shares as set out in Section 12 of this Agreement; (ii) the Redemption Consideration per share payable to such holder; (iii) any dividends or other distributions (including any portion of the Redemption Consideration) declared or made after the Closing Date with respect to Amalco Preferred Shares; and (iv) any entitlements of the holder thereof to cash in lieu of any fractional Amalco Preferred Shares, pursuant to Section 12(e) of this Agreement.

- (2) Subject to applicable law, Amalco shall as of 4:30 p.m. (Ottawa time) on the effective date of the amalgamation forming Amalco (the "Time of Redemption") redeem all of the Amalco Preferred Shares, by payment to the registered holders thereof of the amounts set out in, and in accordance with, the provisions of the Amalco Preferred Shares. Except as provided in the provisions of the Amalco Preferred Shares, no notice or other act or formality on the part of Amalco shall be required to redeem the Amalco Preferred Shares. Subject to Section 4.4 of the Amalco Share Provisions, on or after the Time of Redemption, within two Business Days of the presentation and surrender of the certificates representing Company Shares which were converted into Amalco Preferred Shares on the formation of Amalco by way of amalgamation, Amalco shall pay or cause to be paid to the registered holders of Amalco Preferred Shares, without interest: (i) a cash payment in Canadian dollars in an amount equal to U.S.\$1.00 (converted into Canadian dollars as of the Closing Date) per Amalco Preferred Share, less the Escrow Amount per Share (the "Amalco Cash Payment"); (ii) any dividends or other distributions (including any portion of the Redemption Consideration) declared or made after the Closing Date with respect to Amalco Preferred Shares; (iii) any entitlements of the holder thereof to cash in lieu of any fractional Amalco Preferred Shares, pursuant to Section 12(e) of this Agreement. From and after the Time of Redemption, the holders of Amalco Preferred Shares shall not be entitled to exercise any of the rights of shareholders in respect thereof. Amalco shall have the right at any time after the Time of Redemption to deposit the Amalco Cash Payment payable in respect of the Amalco Preferred Shares, or such of the Amalco Preferred Shares represented by certificates which have not at the date of such deposit been surrendered by the holders thereof to Amalco for redemption in accordance with the provisions of the Amalco Preferred Shares, to a segregated account (the "Segregated Account") in any chartered bank or any trust company in Canada, in trust for the benefit of the registered shareholders of the Company as at the Closing Date, to be paid without interest to or to the order of such registered shareholders upon presentation and surrender to Amalco of the certificates representing the same, and subject to Section 4.4 of the Amalco Share Provisions, upon such deposit being made the Amalco Cash Payment per share deposited shall be paid in respect of the Amalco Preferred Shares so deposited and the rights of the holders thereof after such deposit shall be limited to receiving without interest their proportionate part of the Amalco Cash Payment in respect of the Amalco Preferred Shares so deposited against presentation and surrender of the said certificates held by them

respectively. The Segregated Account may be an interest bearing account and any interest earned on the amounts deposited in the Segregated Account shall belong to Amalco.

- (3) In the event any certificate which immediately prior to the Closing Date represented one or more outstanding Company Shares shall have been lost, stolen or destroyed, upon making an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed and upon providing an indemnity in a form satisfactory to Company, Company shall issue in exchange for such certificate lost, stolen or destroyed certificate, one or more certificates representing one or more of the applicable Company Shares, which Company Shares shall have the rights and entitlements set forth in Section 13(1) of this Agreement. In the event any certificate which after to the Closing Date represented one or more outstanding Company Shares shall have been lost, stolen or destroyed, upon making an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed and upon providing an indemnity in a form satisfactory to Amalco, Amalco shall issue in exchange for such certificate lost, stolen or destroyed certificate, one or more certificates representing one or more of the applicable Amalco Preferred Shares. When authorizing any dividend or distribution in respect of such exchanged lost, stolen, or destroyed certificate, the Person to whom such certificates representing Amalco Preferred Shares are to be issued shall, as condition precedent to the issuance thereof, indemnify Amalco in a manner satisfactory to Amalco, against any claim that may be made against Amalco, with respect to the certificate alleged to have been lost, stolen, or destroyed.
- (4) Any certificate which immediately prior to the Closing Date represented outstanding Company Shares (other than Company Shares held by Dissenting Shareholders) that is not deposited with all other instruments required by Section 13(2) on or prior to the date that is the first anniversary of the Closing Date shall cease to represent a claim or interest of any kind or nature as a shareholder of Amalco. On such date, the Amalco shares to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Amalco, together with all entitlements to dividends, distributions and interest in respect thereof held for such former holder. Amalco shall not be liable to any Person in respect of any Amalco Preferred Shares (or dividends, distributions and interest in respect thereof) delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. At any time after the date that is the first anniversary of the Closing Date, Amalco may transfer any amounts in the Segregated Account (including any interest) to any other account of Amalco with a chartered bank or trust company in Canada, including any general or operational account of Amalco, and upon any such transfer the trust created pursuant to Section 13(2) for the benefit of the registered shareholders of the Company as at the Closing Date shall cease and terminate.

Section 14 Effect of Amalgamation.

Upon such amalgamation taking place:

- (a) The Amalgamating Corporations are amalgamated and continue as one Corporation under the terms and conditions prescribed in this Amalgamation Agreement;
- (b) Amalco possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations;

- (c) A conviction against, or ruling, order or judgment in favour or against an Amalgamating Corporation may be enforced by or against Amalco;
- (d) The articles of amalgamation are deemed to be the articles of incorporation of Amalco and, except for the purposes of subsection 117(1) of the Act, as may be amended from time to time, the certificate of amalgamation is deemed to be the certificate of incorporation of Amalco; and
- (e) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the date the amalgamation takes place.

Section 15 Termination.


At any time before the amalgamation takes place, this Amalgamation Agreement may be terminated by the directors of an Amalgamating Corporation, notwithstanding the approval of this Amalgamation Agreement by the shareholders of all or any of the Amalgamating Corporations.

Section 16 Counterparts.

This Agreement may be executed and delivered (including by facsimile transmission) in two counterparts, each of which when executed and delivered shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have executed this Amalgamation Agreement.

RTI Acquisition Corp.

By: 
Name: SHAWN ABBOTT
Title: PRESIDENT

Chrysalis-ITS Incorporated

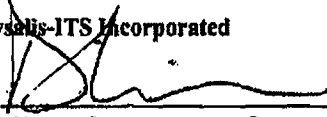
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties have executed this Amalgamation Agreement.

RTI Acquisition Corp.

By: _____
Name:
Title:

Chrysalis-ITS Incorporated

By:  _____
Name: DAVID LONGBOTTOM
Title: CHIEF EXECUTIVE OFFICER