

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2544-9455 Quebec Inc.		11/15/2006	CORPORATION: QUEBEC
RECEIVING PARTY DATA			
Name:	9033-4624 Quebec Inc.		
Street Address:	1627 De la Riviere Jaune Avenue		
City:	Quebec		
State/Country:	QUEBEC		
Postal Code:	G2N 1S6		
Entity Type:	CORPORATION: QUEBEC		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75397891	MAGIC SCREED	
CORRESPONDENCE DATA			
Fax Number:	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-788-8523		
Email:	hwritm@hunton.com		
Correspondent Name:	Edward T. White, Hunton & Williams LLP		
Address Line 1:	951 East Byrd Street		
Address Line 2:	Riverfront Plaza, East Tower		
Address Line 4:	Richmond, VIRGINIA 23219-4074		
ATTORNEY DOCKET NUMBER:	99999.309		
NAME OF SUBMITTER:	Edward T. White		
Signature:	/Edward T. White/		
Date:	01/18/2007		

CH \$40.00 75397891

Total Attachments: 3

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5. **Quality control**

9033 Inc. hereby covenants with 2544 Inc. that all Products marketed by 9033 Inc. upon or in relation to which the Trade-Marks are used by 9033 Inc. (the "**Trade-marked Products**") shall be manufactured according to the standard of quality (the "**Standard of Quality**") both in materials and workmanship set by 2544 Inc. 2544 Inc., in setting the Standard of Quality, will first obtain the views of 9033 Inc. as to conditions relating to the availability of raw materials and process of manufacture, the requirements of the market and any other relevant facts.

9033 Inc. hereby covenants:

- a) to submit to 2544 Inc., if required for inspection and testing, samples of every type of the Trade-marked Products;
- b) to permit 2544 Inc. or its duly authorized representatives (being persons to whom 9033 Inc. cannot reasonably object) at all reasonable times to enter any place of manufacture or storage occupied or used by 9033 Inc. where the Trade-marked Products are manufactured or kept for the purposes of inspecting the Trade-marked Products and the specifications and methods of manufacture or storage used for such Trade-marked Products, so as to satisfy itself that they conform to the Standard of Quality;
- c) to withdraw from the course of manufacture or from the market any Trade-marked Products which fail to comply with the Standard of Quality unless all connection between such Products and any of the Trade Marks is completely severed and removed.

6. **Preservation of Trade-Marks**

The Parties mutually covenant that they will at all times use their best endeavours to preserve the value and validity of the Trade-Marks.

9033 Inc. shall immediately notify 2544 Inc. of all infringements of the Trade-Marks or of passing-off or of applications to register trade marks which could conflict with the Trade-Marks in Canada or the United States which may come to its knowledge. If the Parties mutually agree after taking competent professional advice that a good cause of action exists they will take reasonable and necessary action in an effort to prevent and restrain such infringements, passing-off and applications to register trade-marks. The costs and expenses of any such action shall be borne by 9033 Inc. and the proceeds of any damages shall be paid to 2544 Inc.

7. **Termination**

In the event that 9033 Inc. fails to comply with any of the provisions of this agreement or of any other agreement signed by the Parties, then 2544 Inc. may give written notice to 9033 Inc. specifying in what respect 9033 Inc. has failed to comply and unless the defects specified in such notice are remedied within thirty (30) days after service of such notice, 2544 Inc. may immediately:

- terminate this agreement and all authority for 9033 Inc. to use any of the Trade-Marks upon or in relation to any Products, 9033 Inc. acknowledge the right of 2544 Inc. to terminate this agreement under the provisions of Section 2 or Section 7 of this agreement and renounce to any recourses and damages arising of said termination.

This agreement shall terminate immediately if the Licensee shall:

- be adjudicated bankrupt; or
- enter into any composition or arrangement with its creditors.

In the event of termination of this agreement by 2544 Inc. for failure by 9033 Inc. to maintain the Standard of Quality of the Products, 9033 Inc. shall (except in relation to any Products as to which this agreement has not been terminated) immediately cease to use the Trade-Marks in relation to any products marketed by it thereafter and shall so far as it is practicable remove all labels or other indications of the Trade-Mark already placed upon or in relation to the Products or packages therefore in its possession or control prior to the marketing of such Products. Where termination is on other grounds the Licensee shall have the right to dispose of stocks existing or in the course of manufacture at the date of the termination of this agreement provided that such stocks are disposed of within a period of twelve (12) months.

8. Notices

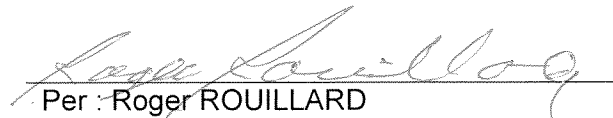
Any notice required or authorized to be given by either party to the other may (without prejudice to the use of any other method) be given by being sent by prepaid registered mail, courier or facsimile addressed to the last known address of the party to whom the notice is to be given and any notice so sent shall be deemed to have been properly and effectively given, if by mail, three (3) days after the same shall have been put in a letter box under the control of the postal authorities of the country of the sender or, if by courier or facsimile, on the second business day following such transmission.

IN WITNESS WHEREOF the Parties have executed this agreement by the signatures of their duly authorized representatives.

2544-9455 QUÉBEC INC.


Per : Roger ROUILLARD

9033-4624 QUÉBEC INC.


Per : Roger ROUILLARD