

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
United Diamond Ltd.		10/01/2006	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	United Diamond, a partnership created pursuant to the laws of Alberta		
<b>Street Address:</b>	Suite 1400, 10303 Jasper Avenue		
<b>City:</b>	Edmonton		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T5J 3N6		
<b>Entity Type:</b>	PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2939133	TORKBUSTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(403)203-0403		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(403) 203-0107		
<b>Email:</b>	mckay@gmiplaw.com		
<b>Correspondent Name:</b>	Tina McKay		
<b>Address Line 1:</b>	Suite 222, 602-12th Ave SW		
<b>Address Line 4:</b>	Calgary, CANADA T2R 1J3		
<b>ATTORNEY DOCKET NUMBER:</b>	2467-003		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

OP \$40.00 2939133

Address Line 4:

NAME OF SUBMITTER:

Tina S. McKay

Signature:

/tsmckay/

Date:

02/07/2007

**Total Attachments: 4**

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**SALE AND ROLLOVER AGREEMENT**

BETWEEN:

**UNITED DIAMOND LTD.**  
a corporation incorporated under the laws of Alberta  
(herein called the "Vendor")

OF THE FIRST PART

- and -

**UNITED DIAMOND,**  
a partnership created pursuant to the laws of Alberta  
(herein called the "Purchaser")

OF THE SECOND PART

**WHEREAS:**

- A. The Vendor is the legal and beneficial owner of those assets (hereinafter called the "Vendor's Assets") and has certain liabilities more particularly described in Schedule "A" attached hereto to this Agreement;
- B. The Vendor is agreeable to selling and the Purchaser is agreeable to purchasing all of the Vendor's right, title and interest in and to the Vendor's Assets, excluding those certain assets set out in Schedule "A" attached hereto, as of the Effective Date for a total purchase price equal to the fair market values of the Vendor's Assets less the assumed liabilities (hereinafter the "Vendor's Liabilities") on the Effective Date on the terms and conditions and subject to the representations and warranties set forth herein;
- C. [REDACTED]
- D. [REDACTED]

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, the Parties covenant and agree, each with the other, as follows:

**ARTICLE I - INCORPORATION OF RECITALS AND SCHEDULES**

- 1.01 The Recitals and all Schedules annexed to this Agreement are expressly incorporated into this Agreement and form an integral part hereof.

ARTICLE II - AGREEMENT

2.01 Upon and subject to the terms and conditions herein contained and based upon the representations and warranties set forth herein, the Vendor hereby sells, assigns, transfers and conveys and the Purchaser purchases all of the Vendor's right, title and interest in and to the Vendor's Assets and the Vendor's Liabilities.

2.02 [REDACTED]

ARTICLE III - EFFECTIVE DATE

3.01 The Parties acknowledge and agree that the covenants, agreements, terms, conditions, representations and warranties herein contained represent the agreement having been reached between them with full force and of legal and binding effect as and from October 1, 2006 (herein called the "Effective Date").

ARTICLE IV - PURCHASE PRICE - ALLOCATION AND PAYMENT

4.01 [REDACTED]

4.02 [REDACTED]

4.03 [REDACTED]

4.04 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

**ARTICLE X - INTERPRETATION**

- 10.01 This Agreement shall be deemed to be made in the Province of Alberta and shall be construed in accordance with and governed by the laws of such Province.
- 10.02 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 10.03 The word "herein" when used in any section of this Agreement relates to the entire Agreement and not to that section only.

**ARTICLE XI - ENTIRE AGREEMENT**

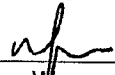
- 11.01 This Agreement, including the Recitals set forth at the commencement hereof together with any Schedules annexed to this Agreement, constitutes and contains the entire agreement between the Parties and contains all of the representations and warranties of each of the Parties and supercedes any prior agreements, whether written or verbal.
- 11.02 No amendment or variation of the terms, conditions, representations, warranties, covenants, agreements and undertakings set forth herein shall be of any force or effect unless the same shall be reduced to writing duly executed by both of the Parties in the same manner and with the same formality as this Agreement is executed.

**ARTICLE XII - ENUREMENT**

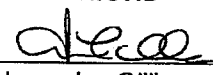
- 12.01 This Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have properly executed this Agreement as of the Effective Date.

**UNITED DIAMOND LTD.**

Per:   
Name: Warren Dyer  
Title: Vice President  
(I have authority to bind the corporation)

**UNITED DIAMOND**

Per:   
Name: Ian Gillis  
Title: Executive Director  
(I have authority to bind the partnership)

