

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Groupe Bocenor Inc.		04/07/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Multiver (2006) Ltee		
Street Address:	436 Rue Berube		
City:	Vanier		
State/Country:	CANADA		
Postal Code:	G1M 1C8		
Entity Type:	LIMITED LIABILITY COMPANY: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2692059	MULTIVER	
Registration Number:	2714967	ECONOVERRE	
CORRESPONDENCE DATA			
Fax Number:	(202)637-2415		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-383-0100		
Email:	eteas@sablaw.com		
Correspondent Name:	David E Weslow-Sutherland Asbill Brennan		
Address Line 1:	1275 Pennsylvania Ave, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004-2415		
ATTORNEY DOCKET NUMBER:	27654.0001		
DOMESTIC REPRESENTATIVE			
Name:	David E Weslow-Sutherland Asbill Brennan		
Address Line 1:	1275 Pennsylvania Ave, NW		

CH \$65.00 2692059

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004-2415

NAME OF SUBMITTER:

David E. Weslow

Signature:

/David E. Weslow/

Date:

04/17/2007

Total Attachments: 5

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ASSET PURCHASE AGREEMENT

BETWEEN: **GROUPE BOCENOR INC.**, a company duly incorporated and having its head office at 274, rue Duchesney, Sainte-Marie (Québec) G6E 3C2, represented by Mr Dennis Wood, duly authorized as he so declares;

(Hereinafter referred to as the "Vendor")

AND: **MULTIVER (2006) LTÉE**, a company duly incorporated and having its head office at 436, rue Bérubé, Vanier (Québec) G1M 1C8, represented by its president, Mr. Edgar Cormier, duly authorized as he so declares;

(Hereinafter referred to as the "Purchaser")

WHICH DECLARE THE FOLLOWING:

- A. The Vendor is engaged in the conduct of a business of manufacturing, selling and marketing of sealed units, tempered glass and spandrels sold to windows and doors manufacturers and in the furniture industry, as well as glass distribution, known under the name of Multiver and operated from its places of business located at 436, rue Bérubé, Vanier (Québec), 517, avenue Béchar, Vanier (Québec) and 1950, rue Léon-Harmel, Québec (Québec)
- B. The Vendor desires to sell and the Purchaser desires to purchase said business together with all related assets and to assume part of liabilities pertaining to such business.

NOW, THEREFORE, THE PARTIES ACKNOWLEDGE THAT THE PREAMBULE IS PART OF THIS AGREEMENT AND AGREE AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the following terms shall, unless the context clearly requires otherwise, have the following respective meanings:

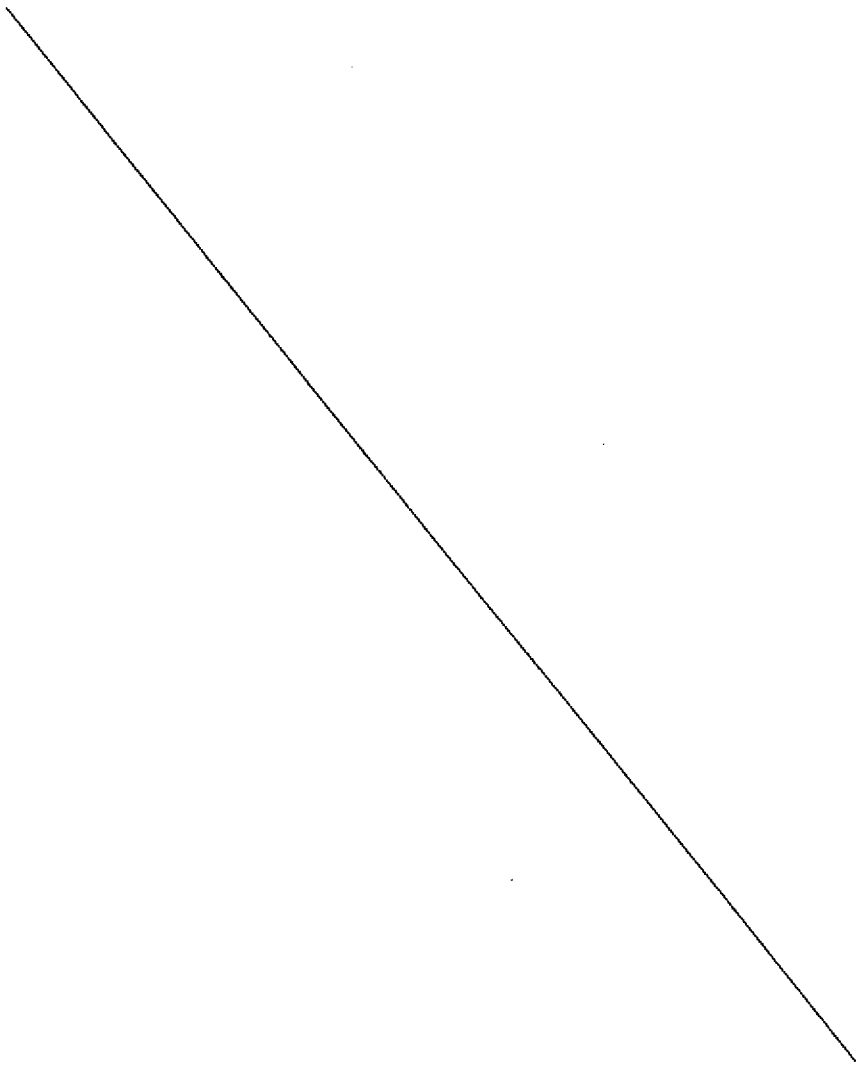
- 1.1 "Goodwill" means the goodwill belonging to the Vendor and pertaining to the Business including, particularly, the Purchaser's right of trading as the Vendor's successor, the customers, the business relationship between the Vendor and the customers, the suppliers and the customers list, the trade names and trademarks Multiver, Éconoverre and Isover and other trade names or trademarks and logos, registered or not, used by the Vendor in its conduct of the Business, all of the rights and obligations of the Vendor in the agreements to which it is a party in connection with the Business, the phone number (418) 687-0770 and other telephone lines used for the operation of the Business, the fax number (418) 687-0804 and the other fax numbers used for the operation of the Business, the Website of the Business (www.multiver.ca), the domain names, the Internet addresses related to the operation of the Business, all of the rights and obligations of the Vendor in the commercial lease regarding the premises located at 1950, rue Léon-Harmel, Québec (Québec) entered into between the Vendor and Gestion Andage inc., all of the leasing agreements binding upon the Business, including, particularly, those entered into with Locations de Camions Penske Canada inc. and Glass Equipment Development, Inc., the financing agreement with the Australian company Lisec, all of the agreements binding upon the Business, as at the date hereof, entered into with its customers, suppliers of goods and services, orders, contracts and work in progress and to come, manufacturing processes and other rights pertaining to the Business and belonging to the Vendor, the permits and licenses held by the Vendor, issued by the concerned governmental or municipal authorities and which are required for the operation of the Business, advertising made for the Business and generally anything which may constitute the goodwill of the Vendor's Business;
- 1.2 "Sold assets" means all of the assets used by the Vendor for the operation of the Business and including, particularly and without limiting the general of the foregoing, the external receivables excluding those owed by the Vendor to the Business, the finished products in stock, the products in the process of being manufactured, raw materials in stock, parts and accessories, prepaid charges, machinery, equipment, including the stocks and equipment presently stored in the Vendor's premises located in Saint-François-de-Montmagny, the rolling stock, the furniture and office

equipment, the signs, the computer equipment and programs, the leasehold improvements, all of the issued and outstanding shares of the capital stock of 3542653 Canada inc., the Goodwill and the buildings located at 436, rue Bérubé, Vanier (Québec) and 517, avenue Béchar, Vanier (Québec), circumstances and dependencies;

- 1.3 "Supply agreement" means the agreement to be entered into between the Purchaser and the Vendor on the Closing Date and according to which the Vendor will undertake to purchase the products from the Purchaser for a period of seven (7) years beginning on the Effective Date, a copy of which is attached hereto as "Schedule A";
- 1.4 "Agreement" means this Agreement and all other documents completing or amending this Agreement;
- 1.5 "Closing Date" means a date during the month of April, 2006 to be determined by the parties or any later date agreed upon by the parties, which is the date on which the closing of the assignment and transfer of the Sold assets and of the Business by the Vendor to the Purchaser as of the Effective Date, as provided in this Agreement; the closing shall take place on the Closing Date at the offices of Gagné, Letarte, s.e.n.c., located at 79, boulevard René-Lévesque Est, suite 400, Québec (Québec);
- 1.6 "Effective Date" means March 1st, 2006 which is the date on which the Purchaser becomes the owner and take possession of the Sold assets and of the Vendor's Business;
- 1.7 "Business" means the business presently operated by the Vendor and consisting of the manufacture of sealed units, tempered glass and spandrels as well as glass distribution, and which is operated at 436, rue Bérubé, Vanier (Québec), 517, avenue Béchar, Vanier (Québec) and 1950, rue Léon-Harmel, Québec (Québec);

2. SALE OF THE SOLD ASSETS

- 2.1 Subject to the terms and conditions hereof, the Vendor hereby sells, assigns and transfers to the Purchaser, who agrees to purchase, the Sold assets, such sale to take effect on the Effective Date.



- 14.3 The parties shall undertake any steps for the completion of the transactions provided for in this Agreement and each party shall provide all documents or instruments which the other party may require and which may turn out to be necessary or desirable to complete the transactions contemplated in this Agreement and to give effect to these provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of April 7, 2006.

GROUPE BOCENOR INC.
(signature)

By: _____
Dennis Wood, president

(the "Vendor")

MULTIVER (2006) LTÉE
(signature)

By: _____
Edgar Cormier, president

(the "Purchaser")

I the undersigned, Louis Trudelle, attorney-at-law, do hereby certify this English translation as being a true and accurate translation of an abstract of that certain Asset Purchase Agreement between GROUPE BOCENOR INC. and MULTIVER (2006) LTÉE dated April 7, 2006.

IN WITNESS WHEREOF, I have signed below in Quebec City, Province of Quebec, Canada, on April 16, 2007.



Louis Trudelle