

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
Xebec Inc.		06/01/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	4416759 Canada Inc.		
Street Address:	730 Industrial Boulevard		
City:	Blainville, Quebec		
State/Country:	CANADA		
Postal Code:	H7C 3V4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2650933	XEBEC	
CORRESPONDENCE DATA			
Fax Number:	(585)232-2152		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	585-231-1386		
Email:	bsalai@hselaw.com		
Correspondent Name:	Stephen B. Salai		
Address Line 1:	1600 Bausch & Lomb Place		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	88448.000048		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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Address Line 4:

NAME OF SUBMITTER:

Stephen B. Salai

Signature:

/stephen b. salai/

Date:

06/15/2007

Total Attachments: 3

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ASSIGNMENT AND TRANSFER OF TRADE MARKS concluded at Montreal, Quebec, as of the first (1st) day of June 2007

BETWEEN: **XEBEC INC.**, a legal person duly constituted pursuant to the laws of Quebec, having its head office at 730 Industrial Boulevard, Blainville, Quebec J7C 3V4, herein represented by Lynn Moline, its Secretary, duly authorized as she so declares
(hereafter the "Assignor")

AND: **4416759 CANADA INC.**, a legal person duly constituted pursuant to the laws of Canada, having its head office at 730 Industrial Boulevard, Blainville, Quebec H7C 3V4, herein represented by Kurt Sorschak, its President, duly authorized as he so declares
(hereafter the "Assignee")

THE PARTIES HAVE AGREED AS FOLLOWS:

1. For TWO DOLLARS (\$2.00) and other good and valuable consideration, for which the Assignor hereby acknowledges receipt, the Assignor hereby assigns, transfers, conveys and sells to the Assignee any and all of its rights, title and interest, including all goodwill associated therewith, in and to the following trade marks, trade names and domain names:

<u>Trademark (Canada)</u>	<u>Registration No.</u>
XEBEC	TMA588,286
<u>Trademark (United States)</u>	<u>Registration No.</u>
XEBEC	2650933

Domain Names

www.xebecinc.com

www.xebecinc.ca

(collectively hereafter, the "Trade Marks").

For greater clarity, the parties hereto expressly acknowledge that the terms hereof are subject to the terms of the Asset Purchase Agreement entered into by the parties on May 31, 2007 with effect as of June 1, 2007 (the "Asset Purchase Agreement") and that the Asset Purchase Agreement shall prevail in the event of any inconsistency between this Agreement and the Asset Purchase Agreement, and any capitalized term not herein defined shall have the meaning attributed thereto in the Asset Purchase Agreement.

The parties hereto expressly acknowledge that, notwithstanding anything herein contained, all Zander designs and intellectual property rights and any goodwill or assets in any way relating to Zander's products are not and shall not be transferred to the Assignee, all such Zander rights, products and goodwill constituting part of the Excluded Assets as such remaining vested with the Assignor.

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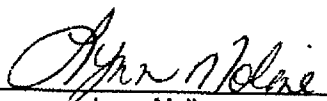
2. The Assignor further delivers to the Assignee all documents in respect of the Trade Marks, including all certificates of registration.
3. The Assignor warrants that it is the sole owner of all rights, title and interest in and to the said Trade Marks, the said Trade Marks being free and clear of any charge or encumbrance in favour of any third persons.
4. The Assignee hereby appoints DE GRANDPRÉ CHAIT LLP as the representatives for service and agents of record for the Trade Marks in **Canada**, until such time as this appointment is revoked.
5. The Assignee hereby appoints HARTER SECRET EMERY LLP as the representatives for service and agents of record for the Trade Marks in the **United States of America**, until such time as this appointment is revoked.
6. The present Assignment shall be effective as of the above-mentioned date.
7. This Assignment shall be interpreted and governed by the laws of the province of Quebec and the laws of Canada applicable therein.
8. The parties agree and undertake to do all acts and execute all documents which may be useful or necessary to give full effect to this Assignment.
9. This Agreement may be executed by the parties herein in counterparts, each of which when so executed and delivered shall be an original and such counterparts shall constitute but one and the same instrument.
10. This Assignment is binding upon the parties hereto, their successors and assigns.
11. The parties hereto request that this Agreement be drawn up in English. Les parties aux présentes ont exigé que cette convention soit rédigée en anglais.

The signatures of the parties are on the following page.

AND THE PARTIES HAVE SIGNED at the date and place hereinabove-mentioned.

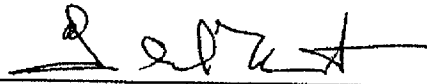
XEBEC INC.

Per:


Name: Lynn Moline
Title: Secretary
Duly authorized representative

4416759 CANADA INC.

Per:


Name: Kurt SORSCHAK
Title: President
Duly authorized representative

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RECORDED: 06/15/2007

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