

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/18/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BioMS Technology Corp.		11/23/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	BioMS Medical Corp.
Street Address:	6030-88 Street
City:	Edmonton, Alberta
State/Country:	CANADA
Postal Code:	T6E 6G4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2945439	GIVING LIFE TO IDEAS

CORRESPONDENCE DATA

Fax Number: (703)852-7189
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jhousey@rmhlaw.com
 Correspondent Name: Janice Housey
 Address Line 1: PO Box 10064
 Address Line 4: McLean, VIRGINIA 20148

DOMESTIC REPRESENTATIVE

Name: Roberts Mlotkowski & Hobbes
 Address Line 1: PO Box 10064
 Address Line 4: McLean, VIRGINIA 22102

NAME OF SUBMITTER:	Janice Housey
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TRADEMARK

OP \$40.00 2945439

Signature:

/Janice Housey/

Date:

12/05/2007

Total Attachments: 2

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ASSIGNMENT OF TRADE-MARK AGREEMENT

THIS AGREEMENT made effective the 18TH day of October, 2007.
BETWEEN:

BioMS Technology Corp.
a corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter called the "Assignor")

OF THE FIRST PART

and

BioMS Medical Corp.
a corporation incorporated
pursuant to the laws of the Province of Alberta
(hereinafter called the "Assignee")

OF THE SECOND PART

WHEREAS:

- A. The Assignor, the full post office address of whose principal office or place of business is 6030 – 88 Street, Edmonton, Alberta, Canada T6E 6G4, is the owner of the “GIVING LIFE TO IDEAS” Trade-mark registered at the United States Trade-Marks Office as Registration No. 2,945,439 (referred to as the "Trade-Mark"); and
- B. The Assignee, the full post office of whose principal office or place of business is 6030 - 88 Street, Edmonton, Alberta, Canada T6E 6G4, is desirous of acquiring from the Assignor the whole right, title and interest in and to the Trade-Mark together with all goodwill appertaining to the said Trade-Mark;
- C. The Assignee is also acquiring, as of the date hereof, all right, title and interest in the Canadian Trade-mark Registration for the same Trade-Mark, by way of a separate, yet similarly worded agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter set forth, the Parties hereto agree as follows:

1. **Transfer of Trade-Mark and Other Rights** - The Assignor hereby sells, transfers, bargains and assigns to and unto the Assignee, its successors and assigns, and the Assignee hereby purchases, all of the Assignor's legal and equitable right, title, property and interest in and to the Trade-Mark and all goodwill appertaining to the said Trade-Mark, the same to be held and enjoyed by the Assignee, its successors and assigns, free and clear of any liens, charges, encumbrances or rights of others and the Assignor further covenants that it is exclusively entitled to dispose of same. Further, all right, title and interest, including copyright, of the Assignor in and to any of the programs run in conjunction with the Trade-Mark are also transferred herein from the Assignor to the Assignee.

2. **Purchase Price** - The purchase price of the Trade-Mark and other rights is to be ONE (\$1.00) DOLLAR.
3. **Effective Date** - The transfer shall be effective as of the date set forth above.
4. **Further Documents** - The Parties agree to execute all such further instruments, conveyances and assurances as may be reasonably required to give full effect to the purport and intention to this Agreement.
5. **Successors and Assigns** - This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

BioMS Technology Corp.

Per: 

Kevin Giese, President & CEO

Date: Nov 23, 2007

BioMS Medical Corp.

Per: 

Kevin Giese, President & CEO

Date: Nov 23, 2007

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