

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/29/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Future Beach Corporation		02/18/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	GSC Technologies Corporation
Street Address:	160 Vanier Street
City:	St. Jean
State/Country:	CANADA
Postal Code:	J3B 3R4
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2559166	FUTURE BEACH

**CORRESPONDENCE DATA**

Fax Number: (312)236-8176  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3122368500  
 Email: docket@cookalex.com  
 Correspondent Name: Edward D. Manzo  
 Address Line 1: 200 West Adams  
 Address Line 2: Suite 2850  
 Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	1407-0064
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**DOMESTIC REPRESENTATIVE**

Name: Edward D. Manzo

CH \$40.00 2559166

Address Line 1: 200 West Adams  
Address Line 2: Suite 2850  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Edward D. Manzo
Signature:	/Edward D. Manzo/
Date:	03/03/2008

**Total Attachments: 17**

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, FUTURE BEACH CORPORATION, a Canadian corporation having its principle office at 5790 Vanden Abeele, Ville St-Laurent, Quebec, Canada H4S 1R9 (hereinafter, "FBC") had adopted, used and was using the following trademark which has been registered in the United States Patent and Trademark Office.

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
FUTURE BEACH	2,559,166	April 9, 2002

WHEREAS, by Judgment of the Superior Court (Bankruptcy Division) dated June 8, 2006 in Court proceedings number 500-11-027292-065, a copy whereof is annexed hereto as Schedule A, H.H. Davis & Assoc. Inc. was designated to, *inter alia*, proceed to the sale by judicial authority of FBC's movable property, by private agreement, *de gré à gré*, and to perform all other procedures or duties required in order to complete the sale, including the preparation of the statement of collocation and the distribution of the proceeds from the sale; and

WHEREAS, GSC TECHNOLOGIES CORPORATION, a Canadian corporation, whose address is 160 Vanier Street, St. Jean, Quebec, Canada J3B 3R4 wishes to acquire said trademark, its registration and the goodwill associated with each trademark; and

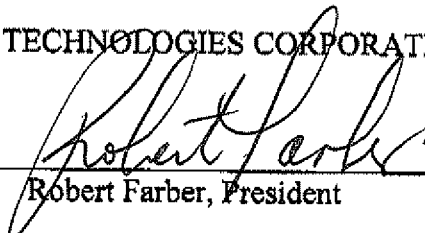
NOW, THEREFORE, effective June 29, 2006, FUTURE BEACH CORPORATION, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) does sell and assign unto GSC TECHNOLOGIES CORPORATION, all right, title and interest in and to said trademark and the registration therefor, together with the right to recover for the past infringement of said trademark and the goodwill of the business associated with said trademark.

This Assignment is executed this 18 day of Feb, 2008 to be effective nunc pro tunc as of June 29, 2006.

H.H. DAVIS & ASSOC. INC., For  
FUTURE BEACH CORPORATION

By:   
Herb Davis, President

GSC TECHNOLOGIES CORPORATION

By:   
Robert Farber, President

**ASSET PURCHASE AGREEMENT** entered into at Montreal, Province of Quebec, on June 29, 2006,

**BY AND AMONG:**

**FUTURE BEACH CORPORATION**, a corporation incorporated under the laws of Canada, herein acting and represented by H.H. DAVIS & ASSOC. INC ("**H.H. DAVIS**"), *es qualité*, having its office at 3333 Graham Blvd., suite 400, Bourough of Mont Royal, Montreal, Quebec H3R 3L5, duly authorized as it so declares

(hereinafter referred to as "**FBC**" or the "**Vendor**");

**AND:**

**GSC TECHNOLOGIES CORP.**, a corporation incorporated under the laws of Canada, having its registered office at 160 Vanier Street in the City of Saint-Jean-Sur-Richelieu, Quebec J3B 3R4, herein acting and represented by Robert Farber, its President, duly authorized as he so declares

(hereinafter referred to as the "**Purchaser**").

**WHEREAS**, by Judgment of the Superior Court (Bankruptcy Division) dated June 8, 2006 in Court proceedings number 500-11-027292-065, a copy whereof is annexed hereto as Schedule A, H.H. Davis was designated to, *inter alia*, proceed to the sale by judicial authority of FBC's movable property, by private agreement, *de gré à gré*, and to perform all other procedures or duties required in order to complete the sale, including the preparation of the statement of collocation and the distribution of the proceeds from the sale;

**WHEREAS** the Judgment ordered that the sale be made under the following conditions:

- a) the property be sold "as is, where is", without any representations or warranty whatsoever, at the risk and peril of the Purchaser;
- b) the sale be made in the name of FBC;



- 
- c) the sale must be made for a minimum price of \$400,000.00;
  - d) all applicable taxes be paid by the Purchaser;
  - e) the sale be made under reserve of, and without prejudice to, the right of retention of Purchaser to be paid the sum of \$355,328.16; and
  - f) the professional fees and disbursements of H.H. Davis will be collocated as fees for preparation of the statement of collocation and costs of sale;

**WHEREAS**, pursuant to an offer to purchase dated June 22, 2006, (the "**Offer to Purchase**"), the Purchaser offered to purchase FBC's assets for a total amount of \$600,000.00, plus GST and QST to the extent applicable;

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AGREED AS FOLLOWS:**

## **1 PURCHASE AND SALE**

- 1.1 Upon and subject to the terms and conditions hereof, the Vendor hereby sells, assigns and transfers to the Purchaser, and the Purchaser hereby purchases from the Vendor, the universality of the movable property of FBC without any exception, wherever situated, including the name "Future Beach Corporation" and the property described in Schedule B.
- 1.2 This sale is being made on an "as is, where is" basis, without any representations and warranties on the part of the Vendor, at the risks and perils of the Purchaser.
- 1.3 Except as provided herein, this sale is made under reserve of, and without prejudice to, the right of retention of Purchaser to be paid the sum of \$355,328.16.
- 1.4 The Purchaser hereby acquires title to the Purchased Assets free and clear of any hypothec, priority or other rights of third parties.

## **2 PURCHASE PRICE**

- 2.1 The purchase price for the Purchased Assets (the "**Purchase Price**") is \$600,000.00 plus GST and QST.
- 2.2 The Vendor acknowledges receipt of:
  - a) The sum of \$37,958.25, inclusive of GST & QST, in full and final settlement of the fees and disbursements of H.H. Davis; and




- b) the sum of \$90,150.00 in full and final payment of the GST and QST owing in respect of the Purchase Price.
- 2.3 The balance of the Purchase Price has been paid by offset against the Purchaser's claim against FBC.
- 2.4 The parties' registration numbers for GST and QST are as follows:

	<b>Vendor</b>	<b>Purchaser</b>
GST	13584 9768 RT0001	
QST	1014259500 TQ0001	

### 3. GENERAL CONDITIONS

- 3.1 Each of the Parties, upon the request of any other Party, whether before or after the execution of this Agreement by the Parties, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.
- 3.2 This Agreement shall not be considered as an indivisible whole and every provision of this Agreement is and shall be independent of the others. In the event that any part of this Agreement is declared invalid, illegal or unenforceable, then the remaining terms, clauses and provisions of this Agreement shall not be affected by such declaration and all the remaining clauses of this Agreement shall remain valid, binding and enforceable.
- 3.3 This Agreement shall be interpreted and governed by the laws of the Province of Quebec and the laws of Canada applicable therein. The parties agree that the courts of the Judicial District of Montreal, Province of Quebec, shall have exclusive jurisdiction to hear any matter concerning this Agreement or its enforcement.
- 3.4 Any notice hereunder shall be in writing and shall be given at the last known address of the parties, by mail, messenger or by fax. Any such notice shall be deemed to have been given when received, if sent by messenger, when actually delivered by the postal service, if by mail, and the following business day if by fax.
- 3.5 The parties hereto acknowledge that they have requested and are satisfied that the foregoing be drawn up in the English language. *Les parties aux présentes reconnaissent avoir exigé que le présent acte soit rédigé en anglais en s'en déclarent satisfaites.*

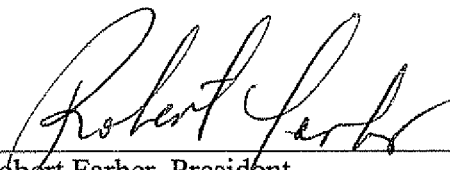


IN WITNESS WHEREOF, the parties have signed at the date and place first above-mentioned.

**H.H. DAVIS & ASSOC. INC., for  
FUTURE BEACH CORPORATION**

Per   
\_\_\_\_\_  
Herb Davis, President

**GSC TECHNOLOGIES CORP.**

Per:   
\_\_\_\_\_  
Robert Farber, President

**SCHEDULE A**



CANADA  
PROVINCE DE QUÉBEC

District Montréal

N° 500-17-030737-061

ENREGISTREMENT

M	Dist.	An	Mois	Jour	Cas.

Dist.	An	Mois	Jour	Cas.	Salle	Pisto

RÉFÉRENCES

DÉBUT 11<sup>h</sup>02 h

FIN 12<sup>h</sup>38 h

PROCÈS-VERBAL D'AUDIENCE

par défaut  ex parte  
 contesté  enquête au fond

COUR SUPÉRIEURE  
 COUR DU QUÉBEC  
Chambre civile

GSC Technology Corp DEMANDE

Future Beach Corporation and H.H. Davis & Associés DÉFENSE

Division Pratiqua Salle n° 15-02 abj 2.16.  
civile

Le 8 juin 2006

PRÉSENTS: 24 Hon. Maurice B. Lévesque J.C.

DEMANDE OU REQUÉRANT(E)

M<sup>o</sup> Fabrice Benoit (P)  
(Fishman, Elmor, Meland, Pagnin)

PRÉSENT(E)  ABSENT(E)

M<sup>o</sup> \_\_\_\_\_

DÉFENSE OU INTIMÉ(E)

PRÉSENT(E)  ABSENT(E)

M<sup>o</sup> Marc André Morin (P)  
(Mc Millan Binch Mendelsohn)

Burvest Capital Inc.  
(Applicant)  ABSENT

M<sup>o</sup> David Anon (P)  
(Spiegel Schomer Inc.)

Tomlaerob Investments Inc  
(Intervenant)  PRÉSENT

Kalderschild Inc. (Mix-en-cause)  ABSENT  
NATURE DE LA CAUSE (Voir ci-dessous)

GREFFIÈRE Imera Gonzalez Lopez

INTERPRÈTE \_\_\_\_\_ Demandé à nouveau  oui  non

STÉNOGRAPHE \_\_\_\_\_

"Declaration in intervention" (5)

"Motion by applicant to be allowed to raise representations at the hearing" (8)

Sur "Motion to institute proceedings for forced surrender and sale by judicial authority" (P)

11<sup>h</sup>02

Ouverture de la séance

Identification des procureurs

Représentations de Me Anon

11<sup>h</sup>05

Me Anon demande l'exclusion des témoins de tribunal accordé l'exclusion des témoins de témoin sort de la salle d'audience

11<sup>h</sup>08

Représentations de Me Anon

11<sup>h</sup>12

Représentations de Me Benoit

11<sup>h</sup>38

Représentations de Me Morin

11<sup>h</sup>42

Représentations de Me Anon

11<sup>h</sup>43

Questions du tribunal à Me Anon

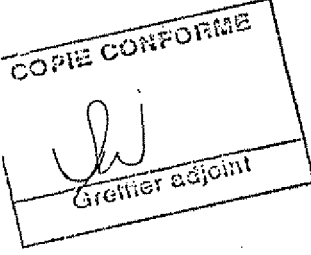
11<sup>h</sup>45

Suite des représentations de Me Anon et argumenta-tion

Page 1 de 2

Folio 12<sup>h</sup>10

Réplique de Me Benoit



- le 8 juin 2006 -

ENREGISTREMENT

M  
Dist. An Mois Jour Cas.

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Dist. An Mois Jour Cas. Salle Piste

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RÉFÉRENCES

12<sup>h</sup>14  
12<sup>h</sup>16  
12<sup>h</sup>23  
12<sup>h</sup>37

Représentations de Me Assor

Suite de la réplique de Me. Benoit

Duplique de Me Assor

JUGEMENT

Pour les motifs exprimés verbalement et enregistrés, le Tribunal DÉCLARE que;

L'intervenante Tombelesco Investments inc n'a pas démontré avoir un intérêt suffisant pour intervenir, elle a démontré tout au plus l'intérêt peut-être de quelqu'un d'autre si des sommes ont été avancées par ce tiers. Elle ne peut pas plaider pour ce tiers qui n'est pas partie au dossier et;

Le débat quant aux créances se fera au niveau de la collocation une fois les biens vendus

ACCUEILLE la requête en délaissement forcée selon ces conclusions

RÉSERVE au niveau de l'état de collocation, le droit des créanciers de Future Beach Corporation de contester tout état de collocation incluant les montants de leurs créances ainsi que leurs rangs et tout autre droit que pourraient faire valoir les dits créanciers.

Maurice E. Lagacé JLS

Fin de l'audience

COPIE CONFORME  
Sandra Duchesne  
Greffier adjoint

CANADA

SUPERIOR COURT

PROVINCE OF QUEBEC  
DISTRICT OF MONTREAL

No.: 500  
17-030737-061

GSC TECHNOLOGY CORP., a legal person having a place of business at 160 Vanier Street, Saint-Jean-sur-Richelieu, Quebec J3B 3R4

Plaintiff,

- vs -

FUTURE BEACH CORPORATION, a legal person whose place of business was at 115D Brunswick Boulevard, Suite 102, Pointe-Claire, Quebec H9R 5N2

- and -

H.H. DAVIS & ASSOC. INC., a legal person, having a place of business at 3333 Graham Street, Suite 400, Montreal, Quebec H3R 3L5, *ès qualité* of trustee to the estate of Future Beach Corporation, in bankruptcy;

Defendants,

- and -

KALDWORLD INC., a legal person having its registered office at 115 Brunswick Boulevard, Pointe-Claire, Québec H9R 5N2

Mise-en-cause

8 mai 2006, 2.08 réf. du 2.16, 9h44-9h53  
L'Hon. Juc. Hefebvre J.C.S.  
Représentatives de M. Fabrice Benoit et de  
ve David Absoz, ce dernier demandant une  
remise de 1 semaine.  
Le Tribunal reste paisi de la requête et la  
continue au 9 mai 2006, 5.2.08.  
M. Juc. Beaudoin, Jref

9 mai 2006, 2.08, 9h21  
L'Hon. Juc. Hefebvre J.C.S.  
Remise accordée au 19 mai 2006.  
M. Juc. Beaudoin, Jref

*[Signature]* J.C.S.

Le 8 juin 2006 Jelle

16.02 réf. 216 - and -

L'Hon. Maurice E. Loge J.C.S.  
Requête accueillie  
M. Juc. P-V  
*[Signature]* J.C.S.

D r o i t s d e g r e  
G o u v e r n e m e n t d u Q u é b e c  
P a l a i s d e J u s t i c e M O N T R É A L  
0002-J-0018-20061026380

MOTION TO INSTITUTE PROCEEDINGS FOR FORCED SURRENDER  
AND SALE BY JUDICIAL AUTHORITY  
(Articles 2765 and 2791 C.C.Q., 110, 796 and following C.C.P.)

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT  
SITTING IN PRACTICE DIVISION FOR THE DISTRICT OF MONTREAL,  
PLAINTIFF RESPECTFULLY SHOWETH:

*[Signature]*  
Juc. Beaudoin

signature du premier...

**SCHEDULE B**

- (a) *accounts receivable and other claims, including insurance claims, software and other computer programs, monies, cash and credits, shares and securities;*
- (b) *the following trademarks:*

<b>Trademarks</b>	<b>Registration #</b>
Evolution of Walking	TMA454733
Water Pedestrian	TMA454732
Water Hiking	TMA454731
Step Jet	TMA445220
Waterskate	TMA538629
Water Beetle	TMA494291
Future Beach	TMA540983

- (c) *the following patents:*

<b>Patents</b>	<b>Patent #</b>
Modular Dock System/ Ponton d'Accostage Modulaire	CA 2389842
Dual Hull Kayak / Kayak a carcasse double	CA 2263614 US 6,112,692
Aquatic Vehicle	US 6,135,835
Drive Mechanism Assembly for Aquatic Vehicle	US 6,231,408B1
Water Entertainment Center	US 6,773,355B1
Beach Kiosk	US 2002/0046508A1
Water Hammock	US 2003/0134549A1
Transmission System	US 2005/0095929A1
Pedal Boat	CA 2236291 US 5,989,081



<b>Patents</b>	<b>Patent #</b>
Water Sporting Equipment	CA 2136394


(d) *the following equipment, machinery and inventory:*

N <sup>o</sup> .	DESCRIPTION
M.1	STP – Rotational molding machine, model SZ-160, serial N/A, not in function
M.2	STP – Rotational molding machine, model SZ-160, serial N/A, not in function
TE.1	Lot of assorted air tools (20) such as: die grinders, screw drivers, etc.
TE.2	Lot of assorted metal jigs
TE.3	Miter saw, serial 016517
TE.4	Jet press drill, 12 speeds, serial 9876
TE.5	Assorted double head grinder
TE.6	Lot of 2 rotors, 5 assorted drills, 2 jig saws and 10 clamps
TE.7	Lot of assorted fittings and brass hardware
TE.8	Lot of 4 tool boxes with assorted hand tools
TE.9	Lagune milling machine, model FTU-1S, serial N/A
TE.10	Lathe TOS French, 4' x 15", model SU/3RA, serial 01812731477
TE.11	Esab plasma welder, model PCM1125, serial 37499 DCJD25-045
RAM.1	Rotational active molds, model WB200 (pedal boat)
RAM.2	Rotational active molds, model WB400 (pedal boat)
RAM.3	Rotational active molds, model CK100 (kayaks)

N <sup>o</sup> .	DESCRIPTION
RAM.4	Rotational active molds, model CK200 (kayaks)
RAM.4	Rotational active molds, model SD150 (kayak – seadoo)
RAM.6	Rotational active molds, model WB202 (pedal boat)
RAM.7	Rotational active molds, model SD203 (seadoo – pedal boat)
RAM.8	Rotational active molds, model SC100 (surf cycle)
RAM.9	Rotational active molds, model SC1000 (2 persons bicycle)
RAM.10	Rotational active molds, model (cobra) D-4
RAM.11	Rotational active molds, model WF250 (water hammode) D-2
RAM.12	Rotational active molds, model WF201 raft (surf slide) D-1 & D-3
RAM.13	Rotational active molds, model CK500 “Stackable” (kayak) No. in 2006 catalogue
AIM.1	Back rest (pedal boat) model WB200/300/400, etc.
AIM.2	Back rest – clip left
AIM.3	Back rest – clip right
AIM.4	Transmission system – Flywheel
AIM.5	Rodder 1 – very large rect.
AIM.6	Rodder 3 (Barracuda)
AIM.7	Pedal boat – star wheel
AIM.8	Pedal boat – wheel flaps
AIM.9	Pedal boat – deluxe steering kit
AIM.10	Old housing transmission (cannot run)

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N <sup>o</sup> .	DESCRIPTION
AIM.11	Storage hatch (cooler lid – glacière)
AIM.12	Rodder 2 – shaped
AIM.13	Pedal boat – crank shaft
AIM.14	Pedal boat – pedals
AIM.15	Pedal boat – del rin bushing
AIM.16	Pedal boat –hub for cransitaft
AIM.17	Mold, model BK 200
AIM.18	Assorted half moon (3)
AIM.19	Adjacent hulls (2)
AIM.20	Mold, model WB500
AIM.21	Kosk & 5 doors
AIM.22	Chair
AIM.23	Mold, model CK50
AIM.24	Mold, model WF203 – surf float
AIM.25	Surf float with seat
AIM.26	Watch slide
AIM.27	Hexalonale
AIM.28	Seat
AIM.29	Mold, model BK100
AIM.30	Water see – back rest mold
AIM.31	Kiosque connector mold
AIM.32	Assorted parts (11)
AIM.33	New housing transmission
RM.1	Assorted boxes of stainless steel bolts and screws shaft, etc.
RM.2	Assorted plastic parts



(c) *the following office furniture and equipment*

N <sup>o</sup> .	DESCRIPTION
OE.1	Lateral filing cabinets, 4 drawers
OE.2	Filing cabinet 2 drawers with grey desk, brown desk and 1 chair
OE.3	NEC computer Powermate ES with AOC monitor, serial 17876
OE.4	Computer with Goldstar monitor, serial 804MX02379 with keyboard
OE.5	Brown desk with 5 drawers, 2 tables, 2 chairs and 1 bookcase
OE.6	Dell computer Pentium 4 with Dell monitor, serial MY-08J854-46632, keyboard and mouse
OE.7	Computer Pentium 4 with View Sonic monitor, serial 965 with keyboard and mouse
OE.8	Grey desk with computer table, lateral filing cabinet 2 drawers, lateral filing cabinet 6 drawers, 1 bookcase, 3 chairs
OE.9	Dell computer GX100, serial 26219 with Daytek monitor, serial 489 with keyboard and mouse
OE.10	Fax Canon, model 9000L, serial 09530
OE.11	Meridian phone system with vocal box
OE.12	TTX monitor, serial 60441 with keyboard and mouse
OE.13	Server with Compaq monitor, serial 0429, keyboard, APC batterie back up 1000, internet sharing box Nexland, speed touch home and HP laserjet 4 printer



## ASSIGNMENT

By Judgment of the Superior Court (Bankruptcy Division) dated June 8, 2006, in Court proceedings number 500-11-027292-065, H.H. Davis & Assoc. Inc. was designated to, *inter alia*, proceed to the sale by judicial authority of Future Beach Corporation's ("FBC") movable property.

For One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, FBC (hereinafter called the "Assignor") hereby sells, assigns and transfers all of its rights, title and interest in and to the following Patents:

Patents	Patent #
Modular Dock System/ Ponton d'Accostage Modulaire	CA 2389842
Dual Hull Kayak / Kayak a carcasse double	CA 2263614 US 6,112,692
Aquatic Vehicle	US 6,135,835
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Water Hammock	US 2003/0134549A1
Transmission System	US 2005/0095929A1
Pedal Boat	CA 2236291 US 5,989,081
Water Sporting Equipment	CA 2136394

unto **GSC TECHNOLOGIES CORP.**, a company duly incorporated according to law, having its head office at 160 Vanier Street, Saint-Jean-Sur-Richelieu, Quebec J3B 3R4 (hereinafter called the "Assignee").

The Assignor hereby undertakes to sign any and all documents necessary to give effect to these presents.

The parties hereto have requested that this assignment be drawn up in the English language. *Les parties aux présentes ont demandé que ce transfert soit rédigé dans la langue anglaise.*

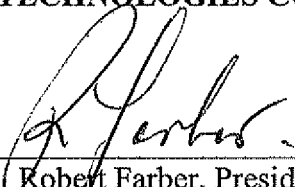


IN WITNESS WHEREOF, the Assignor has executed this Agreement on the 29<sup>th</sup> day of June, 2006.

**H.H. DAVIS & ASSOC. INC.,  
for, FUTURE BEACH CORPORATION**

Per:   
Herb Davis, President

**GSC TECHNOLOGIES CORP.**

Per:   
Robert Farber, President

**ASSIGNMENT**

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For One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, FBC (hereinafter called the "Assignor") hereby sells, assigns and transfers all of its rights, title and interest in and to the following Trade Marks:

<b>Trademarks</b>	<b>Registration #</b>
Evolution of Walking	TMA454733
Water Pedestrian	TMA454732
Water Hiking	TMA454731
Step Jet	TMA445220
Waterskate	TMA538629
Water Beetle	TMA494291
Future Beach	TMA540983

unto **GSC TECHNOLOGIES CORP.**, a company duly incorporated according to law, having its head office at 160 Vanier Street, Saint-Jean-Sur-Richelieu, Quebec J3B 3R4 (hereinafter called the "Assignee").

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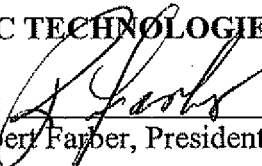
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Per:   
Herb Davis, President

**GSC TECHNOLOGIES CORP.**

Per:   
Robert Farber, President