

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
Optimal Technologies International, Inc.		09/15/2007	CORPORATION: BAHAMAS
RECEIVING PARTY DATA			
Name:	Optimal Innovations Inc.		
Street Address:	Chamberlain Place, Broad Street		
Internal Address:	International Head Office		
City:	Bridgetown		
State/Country:	BARBADOS		
Entity Type:	Barbadian International Business Company: BARBADOS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78526065	SUREFAST	
Serial Number:	78869878	SEE SAVINGS	
Registration Number:	3023689	QUIXFLOW	
CORRESPONDENCE DATA			
Fax Number:	(214)855-8200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-855-8000		
Email:	candersen@fulbright.com		
Correspondent Name:	Linda M. Merritt, Esq.		
Address Line 1:	2200 Ross Avenue, Suite 2800		
Address Line 2:	Fulbright & Jaworski L.L.P.		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	74268-10800074		

OP \$90.00 78526065

DOMESTIC REPRESENTATIVE

900101750

TRADEMARK
REEL: 003740 FRAME: 0864

Name: Linda M. Merritt, Esq.
Address Line 1: 2200 Ross Avenue, Suite 2800
Address Line 2: Fulbright & Jaworski L.L.P.
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/linda m merritt/
Date:	03/17/2008

Total Attachments: 6
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TRADEMARK AGREEMENT

This Trademark Agreement ("Agreement"), which shall be effective as of September 15, 2007 ("Effective Date"), is entered into by and among **Optimal Technologies International, Inc.**, a Bahamian corporation ("**OTII Bahamas**"), **Optimal Technologies (Canada) Inc.**, an Alberta corporation ("**OTCI**"), **Optimal Technologies (USA) Inc.**, a Nevada corporation ("**OTUSAI**"), **Roland Schoettle** ("**Schoettle**"), and **Optimal Innovations Inc.**, a Barbadian international business company ("**OII**"), each of which is a "Party" to the Agreement, and which collectively are the "Parties" to the Agreement, with reference to the following facts and circumstances.

WHEREAS, OTII Bahamas is the owner of trademarks and service marks, used or intended to be used, in connection with goods and services in the fields of analysis and optimization of nonlinear networks (including without limitation electric power networks), energy and energy management, and building automation, including, without limitation, the marks identified on Schedule A attached hereto and incorporated by reference (the foregoing trademarks and service marks hereafter collectively referred to as the "Marks"); and

WHEREAS, OTCI and OTUSAI have used the Marks pursuant to sublicenses from OTII Bahamas; and

WHEREAS, Schoettle is a principal in and Officer of each of OTII Bahamas, OTCI, and OTUSAI; and

WHEREAS, OTII has the right to assign the Marks; and

WHEREAS, pursuant to a reorganization, OTII is assigning the Marks to OII;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Acknowledgment of Ownership

1.1. Acknowledgment. OTCI and OTUSAI each hereby expressly acknowledges ownership by OTII Bahamas of the Marks and any other marks, together with associated goodwill, used by them or by either of them in their business activities as operating subsidiaries or licensees of OTII Bahamas.

2. Assignment

2.1. Assignment. OTII Bahamas hereby assigns to OII all right, title, and interest in the United States and throughout the world in and to the Marks, together with (i) the goodwill of the business symbolized by such Marks, (ii) any applications and registrations for the Marks (iii) the right to recover and have damages and profits for past infringements of the Marks, if any, and (iv) the business, or portion thereof, in connection with which it has an intent to use any Marks that are the subject of currently pending applications filed on the basis of intent-to-use (collectively, the "Assignment"), and OII accepts the Assignment. Collectively the Marks so assigned are the "Assigned Marks".

- 2.2. **Cooperation.** OTH Bahamas, OTCI, and OTUSAI agree individually, as and when requested by OII from time to time, to promptly cooperate and take such actions, including without limitation the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect, or enforce the rights and interests of OII in and to the Assigned Marks or otherwise to carry out the purposes of the Assignment.
- 2.3. **Recordation.** The Parties agree they will cause this Agreement with its Schedule A to be recorded with the United States Patent and Trademark Office and the Canadian Trademark Office.
- 2.4. **Schoettle Cooperation.** Schoettle agrees that if in the future either OTH Bahamas or OTUSAI has ceased to exist, he will, to the extent practicable when requested by OII from time to time, promptly cooperate and take such other actions as may be reasonably necessary to vest, secure, perfect, protect, or enforce the rights and interests of OII in and to the Assigned Marks or otherwise to carry out the purposes of the Assignment.
- 2.5. **Appointment.** In case OII is unable, after reasonable notice to OTH Bahamas, for any reason whatsoever, to secure OTH Bahamas's signature to any document OTH Bahamas is required to execute pursuant to this Section 2 (Assignment) to vest, secure, perfect, protect, or enforce the rights and interests of OII in and to the Assigned Marks, OTH Bahamas hereby irrevocably designates and appoints OII and its duly authorized officers and agents as OTH Bahamas's agents and attorneys-in-fact, to act for and on its behalf and instead of OTH Bahamas, to execute and file any such documents and to do all other lawfully permitted acts to further the purposes of Section 2.1 of this Agreement with the same legal force and effect as if executed by OTH Bahamas.
- 2.6. **Later Acquired or Enlarged Rights.** In the event that OTH Bahamas hereafter acquires, by agreement, operation of law or otherwise, ownership or other additional or greater interest in the Assigned Marks than that assigned or licensed hereunder, such later-acquired rights shall automatically be subject to this Agreement such that such rights are assigned to OII hereunder as if OTH Bahamas had possessed them on the Effective Date.

3. Consideration

- 3.1. **Consideration.** In consideration of the Assignment, OII shall pay OTH Bahamas the amount of one U.S. dollar (US\$1.00).

4. Representations and Warranties

- 4.1. **Authority.** Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance of such obligations will not conflict with or result in a breach of any agreement to which such Party is a party or is otherwise bound.
- 4.2. **Confidentiality.** OTH Bahamas represents and warrants that it has taken and shall take all measures and precautions reasonably necessary to protect the confidentiality and value of the Assigned Property.

4.3. **Deliverables.** OTH Bahamas represents and warrants that it shall promptly deliver (or arrange to be delivered) to OII all physical embodiments of the Assigned Marks in its possession as of the Effective Date, including, without limitation, all disks, tapes, CDs and other tangible property embodying the Assigned Marks pursuant to the terms and conditions of this Agreement.

4.4. **Disclaimer.** UNLESS EXPLICITLY STATED OTHERWISE IN THIS AGREEMENT, THE ASSIGNED MARKS ARE PROVIDED "AS IS" AND THE PARTIES HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO ANY OF THE ASSIGNED MARKS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

5. Limitation of Liability

5.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, EVEN IF SUCH PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. The Parties acknowledge that the limitation of liability set forth in this Section 5 and the allocation of risk that it implements is an essential element of the bargain agreed to by the Parties, without which the Parties would not have entered into this Agreement.

6. General

6.1. **Governing Law.** This Agreement is to be construed in accordance with and governed by the laws of Barbados. Unless otherwise mutually agreed to by the Parties, any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in the courts of England, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of appropriate court in London, England in respect of any such suit, action or proceeding.

6.2. **Attorneys' Fees.** If either Party commences any action or proceeding against the other Party to enforce this Agreement or any of such Party's rights hereunder, the prevailing Party shall be entitled to its reasonable expenses related to such action or proceeding, including reasonable attorneys' and expert fees.

6.3. **No Waiver.** No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise of any such right or remedy, shall operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor shall any single or partial exercise of such right or remedy limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

6.4. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole shall not be affected; and, in such event, such provision shall

be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

6.5. **Entire Agreement.** This Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written) relating to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this document on the date indicated below.

Optimal Technologies International, Inc.
(Bahamas corporation)

Date: September 14, 2007

By: _____

Name: Richard W. DeVries
Title: Director

Optimal Technologies (Canada) Inc.

Date: September 18, 2007

By: _____

Name: Roland Schoettle
Title: CEO

Optimal Technologies (USA) Inc.

Date: September 18, 2007

By: _____

Name: Roland Schoettle
Title: CEO

Date: September 18, 2007

Roland Schoettle

Optimal Innovations Inc.

Date: September 18, 2007

By: _____

Name: John Paul Jones
Title: Director

SCHEDULE A

I. Statutory Marks

<u>Marks</u>	<u>Country</u>	<u>Registration No. or Application Serial Number</u>	<u>Registration Date or Application Filing Date</u>
SUREFAST	United States	Serial Number 78/526,065	12/02/2004
SEE SAVINGS	United States	Serial Number 78/869,878	04/26/2006
QUIXFLOW	United States	Registration Number 3,023,689	12/06/2005
SUREFAST	Canada	Serial Number 1127059	01/03/2002
AEMPFAST	Canada	Serial Number 1127058	01/03/2002
QUIXFLOW	Canada	Serial Number 1127057	01/03/2002

II. Common Law Marks

ANALYSIS, OPTIMIZATION, MANAGEMENT
ASKOT
DEPLOY ONCE
EFFICIENCY, CONTROL, POWER
GENIUS BUILDING

GENIUS GRID
GENIUS HOME
INTELLIGENT SERVICES DIRECTOR (ISD)
IP AT THE EDGE
IT'S NOT EASY BEING GREEN (WE JUST MAKE IT LOOK THAT WAY)
MOBBOT
MODTALK
OPTIBOT
OPTIGRID
OPTIMAL
OPTIMAL INNOVATIONS
OPTIMAL TECHNOLOGIES
OPTIMAL WINES
OTII
OTTO
QUIXON
SMARTASSET
SMARTGRID
TOTO
WE OPTIMIZE YOUR WORLD!