### 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
Trango Software Canada Corporation		06/30/2002	CORPORATION: CANADA

#### **RECEIVING PARTY DATA**

Name:	Siemens Canada Limited
Street Address:	2185 Derry Road
City:	Mississauga
State/Country:	CANADA
Postal Code:	L5N 7A6
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75479927	TRANGO SOFTWARE

#### **CORRESPONDENCE DATA**

(212)929-5391 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2122925390

Email: mail@ipcounselors.com

Epstein Drangel Bazerman & James, LLP Correspondent Name:

Address Line 1: 60 East 42nd Street

Address Line 2: Suite 820

Address Line 4: New York, NEW YORK 10165

ATTORNEY DOCKET NUMBER: 2604-002

DOMESTIC REPRESENTATIVE

900102227

Epstein Drangel Bazerman & James, LLP Name:

Address Line 1: 60 East 42nd Street

Address Line 2: Suite 820 Address Line 4: New York, NEW YORK 10165				
NAME OF SUBMITTER:	Jason M. Drangel			
Signature:	/jason m. drangel/			
Date:	03/21/2008			
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# DISSOLUTION AGREEMENT

BETWEEN

TRANGO SOFTWARE CANADA CORPORATION

AND

SIEMENS CANADA LIMITED

**MADE** 

June 30, 2002

McCarthy Tétrault LLP TDO-CORP #6936813 v. 5

### **DISSOLUTION AGREEMENT**

THIS AGREEMENT is made June 30, 2002.

#### BETWEEN:

TRANGO SOFTWARE CANADA CORPORATION, a corporation incorporated under the laws of Canada, (the "Transferor"),

- and -

SIEMENS CANADA LIMITED, a corporation incorporated under the laws of Canada, (the "Transferee"),

WHEREAS by special resolution of the sole shareholder of the Transferor dated the 30<sup>th</sup> day of June, 2002 the dissolution of the Transferor was authorized pursuant to section 210(3) of the *Canada Business Corporations Act* (the "Act") and in conjunction therewith the Transferor was authorized to distribute its property to its sole shareholder after due provision for its debts, obligations and liabilities (collectively the "Liabilities");

AND WHEREAS the Transferee is the registered and beneficial owner of all of the issued and outstanding shares in the capital of the Transferor;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

### **ARTICLE 1 - ASSIGNMENT AND ASSUMPTION**

#### 1.01 Assignment

The Transferor hereby conveys, transfers and assigns to the Transferee all of the right, title and interest of the Transferor in and to all its property, both real and personal and both movable and immovable, wherever situate.

#### 1.02 Assumption

The Transferee hereby assumes all of the Liabilities of the Transferor and shall indemnify the Transferor and save it harmless against and from such Liabilities.

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# **ARTICLE 2 - POWER OF ATTORNEY**

### 2.01 **Power of Attorney**

The Transferor hereby irrevocably constitutes and appoints the Transferee the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the Transferor with full power of substitution to do and execute all acts, deeds, matters and things as may be reasonably required to carry out this Agreement.

### 2.02 Irrevocable

The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor and, being coupled with an interest, it shall not be revoked by a certificate of dissolution being issued pursuant to the provisions of the Act.

## **ARTICLE 3 - GENERAL**

# 3.01 <u>Further Assurances</u>

Each of the Transferor and the Transferee shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

# 3.02 <u>Benefit of the Agreement</u>

This Agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

### 3.03 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

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# 3.04 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

TRANGO SOFTWARE CANADA CORPORATION

ociain wilkiii

Per:

Gary Kaufman

and and any and

# 3.04 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

CORI	PORATION
Per:	
	Gerald Wright
Per: (	
	Gary Kaufman
SIEM	ENS CANADA LIMITED
Per:	
	Dr. Albert Maringer
Per:	
	Gerald Wright

TRANGO SOFTWARE CANADA

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**RECORDED: 03/21/2008**