

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
Maximum Throughput, Inc.		10/31/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	MaxT Systems Inc.		
Street Address:	1751 Richardson Street, Suite5.204		
City:	Montreal, Quebec		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2915467	INFINARRAY	
Registration Number:	2950424	MAXIMUM THROUGHPUT	
Registration Number:	3051960	MAX-T	
Registration Number:	3156684	WORK, DON'T WAIT.	
CORRESPONDENCE DATA			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.570.1292		
Email:	mrovner@goodwinprocter.com		
Correspondent Name:	Miriam J. Rovner		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	120223-155222		
DOMESTIC REPRESENTATIVE			

CH \$115.00 2915467

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Miriam J. Rovner

Signature:

/mjr/

Date:

11/18/2008

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks, dated as of October 31, 2008, is by and between Maximum Throughput, Inc., a Canadian corporation having a principal place of business at 1751 Richardson Street, Suite 5.204, Montréal, Québec, Canada (“Assignor”), and MaxT Systems Inc., a Canadian corporation having a principal place of business at 1751 Richardson Street, Suite 5.204, Montreal, Quebec, Canada (“Assignee”).

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the “Marks”);

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement of even date herewith (the “Transfer Agreement”);

WHEREAS, in connection with and subject to the terms of the Transfer Agreement, Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the foregoing premises and covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor does hereby assign, transfer and set over to Assignee all right, title, and interest in and to the Marks, together with all of the goodwill symbolized thereby and appurtenant thereto.

2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current infringement of the Mark, as well as the right to sue for and collect the same for its own use and enjoyment.

3. Assignor further authorizes the Director of the United States Patent & Trademark Office, and the Registrar of Trade-Marks of the Canadian Intellectual Property Office, any official of any U.S. state or states, or any Canadian province or provinces, or any other country or jurisdiction, whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

[signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

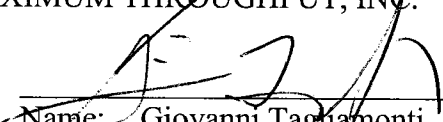
Assignor:

Assignee:

MAXIMUM THROUGHPUT, INC.

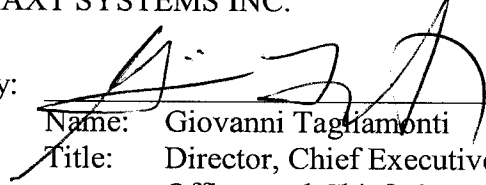
MAXT SYSTEMS INC.

By:



Name: Giovanni Taghamonti
Title: Director, Chief Executive
Officer and Chief Financial
Officer

By:



Name: Giovanni Taghamonti
Title: Director, Chief Executive
Officer and Chief Financial
Officer

Schedule A

<u>U.S. Trademarks</u>	<u>Reg. No.</u>
INFINARRAY	2,915,467
MAXIMUM THROUGHPUT	2,950,424
MAX-T	3,051,960
WORK, DON'T WAIT	3,156,684

<u>Canadian Trademarks</u>	<u>Reg. No.</u>
INFINARRAY	TMA590,199
MAXIMUM THROUGHPUT	TMA577,301
MAX-T	TMA577,245
SENSATION	TMA577,157