

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Force 10 Marine Company		06/23/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	0761098 B.C. Ltd.
Street Address:	Suite 2200 - 1055 West Hastings Street
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V6E 2E9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1703101	FORCE 10

CORRESPONDENCE DATA

Fax Number: (415)576-0300
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-576-0200
 Email: pwvapnek@townsend.com
 Correspondent Name: Paul W. Vapnek
 Address Line 1: Two Embarcadero Center, 8th Floor
 Address Line 2: Townsend and Townsend and Crew LLP
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	085945-000000US
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

CH \$40.00 1703101

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Paul W. Vapnek

Signature:

/Paul W. Vapnek/

Date:

02/18/2009

Total Attachments: 6

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT dated for reference the 23rd day of June, 2006.

BETWEEN:

FORCE 10 MARINE COMPANY, a company duly amalgamated under the laws of the Province of Nova Scotia and extra-provincially registered in the Province of British Columbia under Registration No. A49777 and having its registered and records office at Suite 800 – 885 West Georgia Street, Vancouver, British Columbia V6C 3H1

(the "Vendor")

AND:

0761098 B.C. LTD., a company duly incorporated under the laws of British Columbia under Incorporation No. BC0761098 and having its registered and records office at Suite 2200 - 1055 West Hastings Street, Vancouver, British Columbia V6E 2E9

(the "Purchaser")

WHEREAS:

A. The Vendor carries on the business of the design, manufacture and sale of galley ranges, cooktops, barbecues and water heaters for camping, recreational marine and recreational vehicle application; and

B. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, substantially all of the property, assets and undertaking of the Vendor's galley range and cooktop business (the "Purchased Business") as a going concern, but not the Vendor's barbecue and water heater business (the "Vendor's Retained Business"), on the terms and subject to the conditions herein provided.

NOW THEREFORE in consideration of the premises and the respective covenants, agreements, representations, warranties and indemnities of the parties herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

1. PURCHASE AND SALE OF ASSETS

1.1 Description of Assets

Subject to the terms and conditions of this Agreement, effective as of the Closing Date (defined in Section 13.1 below), the Vendor will sell, transfer and assign to the Purchaser, and the Purchaser will purchase from the Vendor, free and clear of all liens, charges and

encumbrances, the Purchased Business as a going concern, and substantially all of the undertaking, property and assets of the Purchased Business of every kind and description wherever situate (except as provided in Section 1.2), including, without limiting the foregoing:

- (a) all inventories of the Purchased Business (the "Inventories");
- (b) equipment used in connection with the Purchased Business, as listed on Schedule "A" attached hereto (the "Equipment");
- (c) subject to Section 8.3, the goodwill of the Purchased Business and the right of the Purchaser to represent itself as carrying on the Purchased Business in continuation of and in succession to the Vendor (the "Goodwill");
- (d) the benefit of all unfilled orders received by the Vendor in connection with the Purchased Business, and all other equipment leases, contracts, engagements or commitments, whether written or oral, to which the Vendor is entitled in connection with the Purchased Business, as listed on Schedule "B" attached hereto (the "Material Contracts"); and
- (e) all right, title and interest of the Vendor to all contractual rights, insurance claims, licenses, inventions, franchises, designer rights, know-how, processes and formulae, patents, patent applications, registered and unregistered trademarks, trade names, copyrights and the embodiments thereof, including engineering drawings, prints, certifications, customer lists, product costing information, software, restrictive covenants and other industrial or intellectual property used in connection with the Purchased Business, including but not limited to that listed on Schedule "C" attached hereto (the "Intangible Property").

(all of which are collectively called the "Assets").

1.2 Exclusions from Assets

The following property and assets will be specifically excluded from the purchase and sale in this Agreement, and from the Assets:

- (a) all tooling, accounts receivable, cash on hand or on deposit and any financial or other assets owned or relating to EastWind Industries (Thailand) Ltd. or located in Thailand;
- (b) all of the Vendor's other cash on hand or on deposit and financial assets of any kind whatsoever;
- (c) all accounts receivable and other debts owing to the Vendor and the full benefit of all securities for cash accounts, notes and debts;
- (d) all prepaid expenses of the Vendor;

before Closing by delivering to the Purchaser a written waiver to that effect signed by the Vendor.

12.1 Purchaser's Representations and Warranties

The Purchaser's representations and warranties contained in this Agreement and in any certificate or document delivered under this Agreement or in connection with the transactions contemplated by this Agreement will be true at and as of Closing as if such representations and warranties were made at and as of such time.

12.2 Purchaser's Certificate

The Purchaser will have delivered to the Vendor a certificate of the Purchaser, dated the Closing Date, certifying the fulfillment of the conditions set forth in Section 12.1.

12.3 Consents of Third Parties

All consents and approvals required to be obtained by the Vendor for the purpose of selling, assigning or transferring the Assets will have been obtained, provided that this condition may only be relied upon by the Vendor if the Vendor has diligently exercised its best efforts to procure all such consents or approvals and the Purchaser has not waived the need for all such consents or approvals.

13. CLOSING

13.1 Closing Date

Subject to the terms and conditions of this Agreement, the transactions contemplated by this Agreement will be completed at a closing (the "Closing") to be held at 10:00 a.m., local time in Vancouver, on June 23, 2006, or at such other time and date agreed upon in writing between the parties (the "Closing Date").

13.2 Place of Closing

The Closing will take place at the offices of the Vendor's solicitors, Clark Wilson LLP, 800 - 885 West Georgia Street, Vancouver, British Columbia.

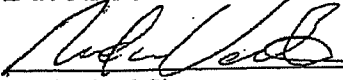
13.3 Documents to be Delivered by the Vendor

At the Closing, the Vendor will deliver or cause to be delivered to the Purchaser:

- (a) a Certificate of Good Standing of the Vendor;
- (b) certified copies of those resolutions of the shareholders and directors of the Vendor required to be passed to authorize the execution, delivery and implementation of this Agreement and of all documents to be delivered by the Vendor under this Agreement;

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first written above.

FORCE 10 MARINE COMPANY

Per: 
Authorized Signatory

0761098 B.C. LTD.

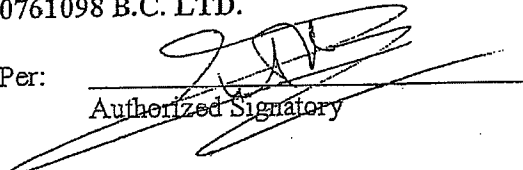
Per: _____
Authorized Signatory

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first written above.

FORCE 10 MARINE COMPANY

Per: _____
Authorized Signatory

0761098 B.C. LTD.

Per: 
Authorized Signatory

SCHEDULE "C"

INTANGIBLE PROPERTY

MARKS

- Force Ten
- Force 10
- Canadian Trademark Registration Number TMA404140
- United States Trademark Registration Number 1703101

PATENTS

- Canadian Patent Number CA 2306434
- United States Patent Number 4,726,352

COPYRIGHTS

- Engineering drawings and prints

COMPUTER SOFTWARE

- Solidworks engineering software

PERMITS, CERTIFICATIONS AND LICENSES

- Cooktops and galley ranges electric: Built-in Range and cooktops Revised Report No. 473-3070638-1/98 Ed. 4 (Revised 001/25/05)
- Gas galley ranges: EC Type Examination Certificate, Certificate Number EC 100 (Original Projects # 476-1211, (1995) # 476-1813-00, 1/00, (2000))

CUSTOMER LIST

- Please see attached.

OTHER

- Domain name "www.Force10.com"
- Website located at "www.Force10.com"
- Telephone number 1-800-663-8515
- Telephone number 604-522-0233
- Telephone number 604-522-9608

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