

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADI GROUP INC.		11/23/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ADI LIMITED		
Street Address:	1133 Regent Street		
Internal Address:	Suite 300		
City:	Fredericton, New Brunswick		
State/Country:	CANADA		
Postal Code:	E3B 3Z2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	74188900	CAR	
Serial Number:	73566221	ADI	
CORRESPONDENCE DATA			
Fax Number:	(207)774-1127		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(207) 774-1200		
Email:	jkeenan@bssn.com		
Correspondent Name:	James F. Keenan, Jr.		
Address Line 1:	100 Middle Street		
Address Line 2:	Bernstein, Shur, Sawyer & Nelson		
Address Line 4:	Portland, MAINE 04104		
DOMESTIC REPRESENTATIVE			
Name:	James F. Keenan, Jr.		
Address Line 1:	100 Middle Street		

OP \$65.00 74188900

900164135

**TRADEMARK
 REEL: 004221 FRAME: 0041**

Address Line 2: Bernstein, Shur, Sawyer & Nelson
Address Line 4: Portland, MAINE 04104

NAME OF SUBMITTER:	James F. Keenan, Jr.
Signature:	/James F. Keenan, Jr./
Date:	06/09/2010

Total Attachments: 8

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TRADEMARK LICENCE AGREEMENT

THIS AGREEMENT is dated as of the 23th day of November, 2009.

B E T W E E N :

ADI LIMITED, a corporation duly incorporated under the *New Brunswick Business Corporations Act*, and **AEC HOLDINGS LIMITED**, a company continued under the *Nova Scotia Companies Act*, both having a place of business at 1133 Regent Street, Suite 300, Fredericton, New Brunswick, E3B 3Z2 (collectively referred to as “**ADI**”);

AND:

ADI GROUP INC., a corporation duly incorporated under the *Nova Scotia Companies Act*, having a place of business at 1133 Regent Street, Suite 300, Fredericton, New Brunswick, E3B 3Z2 (“**GROUP**”)

WHEREAS ADI is the owner of trademarks (the “**ADI Marks**”), particulars of which are set out in Schedule “A”;

WHEREAS ADI agrees to transfer to **GROUP** all its rights and interest as the owner of the **ADI Marks** upon the terms and subject to the conditions set out in this Agreement.

WHEREAS **GROUP** wishes to grant and **ADI** wishes to take the rights and licenses to use the **ADI Marks** as set out herein;

NOW THEREFORE IN CONSIDERATION of the premises and mutual covenants herein, the receipt and sufficiency of which is acknowledged, it is hereby agreed as follows:

1. DEFINITIONS

The capitalized word and expressions used in this Agreement or in its schedules, or in any deed or agreement supplemental or ancillary hereto, unless there be something in the subject matter or the context inconsistent therewith, shall have the meaning ascribed hereinafter:

- 1.1. “**Affiliate**” has the meaning ascribed thereto in the *New Brunswick Business Corporations Act*;
- 1.2. “**ADI**” means **ADI** and every one of their Subsidiaries, Affiliates, successors and assigns.

- 1.3 “**GROUP**” means Group and every one of its Subsidiaries, Affiliates, successors and assigns;
- 1.4 “**Subsidiary**” has the meaning ascribed thereto in the *New Brunswick Business Corporations Act*.

2. ASSIGNMENT OF ADI MARKS

- 2.1 ADI hereby agrees to and thus hereby sell, assign and transfer the ADI Marks to GROUP with effect at the execution of this Agreement for a price of one dollar (\$1.00) paid by GROUP contemporaneously with the execution of this Agreement.
- 2.2 ADI agrees to deliver to GROUP good and marketable title to and exclusive possession of the ADI Marks and will execute and deliver to GROUP one or more forms of general conveyance, bill of sale and assignment and respect in the assignment conveyance, transfer and delivery of the ADI Marks to GROUP in form acceptable to GROUP.

3. EXCLUSIVE LICENCE OF RIGHTS

- 3.1 GROUP grants to ADI the sole license to use jointly with GROUP the ADI Marks, with all the same rights and privileges as if ADI were the registered owner thereof. GROUP agrees to take all actions reasonably necessary to permit ADI to exercise such right.
- 3.2 GROUP covenants not to sue ADI in relation to ADI’s use of the ADI Marks in compliance with the restrictions set out in this Agreement, and that such use shall be sufficient to avoid any reasonable likelihood of confusion in the public mind as a result of the contemporaneous use of Marks in the marketplace.
- 3.3 If, notwithstanding these restrictions, either party becomes aware of an instance of confusion in the marketplace pertaining to the subject matter of this Agreement, that party shall take such reasonable measures as are necessary to remedy the confusion and avoid similar confusion in the future.
- 3.4 In every case where an instance of confusion arises and a party has taken reasonable measures to remedy such confusion, that party shall immediately contact the other party and notify them as to:
- a. who expressed the confusion;
 - b. when the party became aware of the instance of confusion; and
 - c. the steps that were taken by the party to remedy the confusion.

- 3.5 The parties undertake and agree that, provided the terms of this Agreement are complied with, they:
- a. will not, either directly or indirectly, object to, challenge, oppose, contest, or attack either party's use of the ADI Marks that is conformity with the terms of this Agreement.
 - b. hereby consent to the registration by GROUP of the ADI Marks.
- 3.6 The Parties agree to co-operate in any way necessary to give effect to the intent of this Agreement, including, but not limited to, execution of letters of consent or similar documents within a reasonable period of time from receipt of same from the party.

4. TERM

This sole licence will begin on the date hereof and will continue, subject to Sections 7 and 8.1, so as long as the ADI Marks is registered as such with the applicable authorities.

5. TRADEMARK INFRINGEMENT

- 5.1 ADI and GROUP will use the ADI Marks only in accordance with the terms of this Agreement and in such manner as is consistent herewith. Neither ADI nor GROUP will take any action which might invalidate any of the ADI Marks or their registration, impair any rights of ADI and GROUP in and to such ADI Marks or their registration or create any rights adverse to those of ADI or GROUP, and neither ADI nor GROUP will register or apply to register any of the ADI Marks in the territory or in any other country and without limiting the generality of the foregoing, ADI and GROUP will use the ADI Marks correctly spelled and/or depicted and not as a verb or in the plural or in any other manner which might endanger the validity of the ADI Marks or of the registration thereof or application to register same.
- 5.2 Each party shall, with the prior written approval of the other party, have the right and the obligation to take any action under the law applicable in the territory to secure and preserve the rights in and to the ADI Marks in the territory, including surveillance of the market. Each party shall provide necessary information and assistance to the other party in the event that one party decides that proceedings should be commenced or defended.

6. MAINTENANCE OF STANDARDS

Each party acknowledges that it is of fundamental importance that the integrity of the ADI Marks be maintained at a level deemed appropriate by both parties and, in

addition to the other terms, requirements and obligations contained in this Agreement, agrees to continue to provide the quality of service that it presently provides.

7. TERMINATION

- 7.1 The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default by a party under this Agreement:
- 7.2 If a party breaches any provisions of this Agreement;
- 7.3 if a party commits an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (Canada) or makes an assignment of its property for the benefit of its creditors or files or consents to the filing of a petition for a receiving order or a proposal within the terms of the Bankruptcy and Insolvency Act (Canada) or a petition or demand is granted pursuant to the request of Licensee or a third party for the appointment of a trustee, receiver, liquidator or coordinator with respect to its property; or
- 7.4 if a party ceases or takes material steps to cease to carry on its business.
- 7.5 In the event of an Event of Default specified in Sections 7.3 and 7.4, the other party will have the right to immediately terminate this Agreement without notice. In the event of an Event of Default specified in Section 7.2, which is not corrected within thirty (30) days of receipt of a notice specifying the respect in which the party has breached this Agreement, each party shall have the right to immediately terminate this Agreement upon expiry of that ten (10) day period, without further notice. No assignee for the benefit of creditors, receiver, liquidator, trustee or any custodian of a party's assets or business shall have any right to continue the performance of this Agreement.
- 7.6 Upon expiry of the term of this Agreement or termination of this Agreement as provided herein or by operation of law or otherwise, all rights and obligations undertaken hereunder shall terminate forthwith except the obligation of a party to terminate any use of the ADI Marks.

8. CEASING TO USE THE ADI MARKS

- 8.1 If ADI ceases to use the ADI Marks in connection with its business, it shall so advise GROUP by notice in writing and thereafter this Agreement shall terminate and ADI shall have no further licence or right to use the ADI Marks.
- 8.2 If ADI ceases to use the ADI Marks and does not so advise GROUP, GROUP shall have the right to terminate this Agreement upon giving thirty (30) days notice of such termination.

- 8.3 If GROUP ceases to use the ADI Marks, it shall so advise ADI and shall assign the ADI Marks to ADI.
- 8.4 If GROUP ceases to use the ADI Marks and does not so advise ADI, ADI shall have the right to terminate this Agreement upon giving thirty (30) days notice of such termination to GROUP and thereafter shall be entitled to register the Assignment referred to in Section 8.5 with the appropriate authorities.
- 8.5 If this Agreement is terminated as a consequence of an Event of Default of Group as provided in this Agreement, ADI shall have the right to continue to use the ADI Marks.
- 8.6 GROUP hereby delivers to ADI an assignment (the "Assignment") of the ADI Marks, which ADI will hold in escrow to register only as provided in Sections 8.3, 8.4 and 8.5.

9. RENEWAL

So long as GROUP is the owner of the ADI Marks, it shall renew the ADI Marks in accordance with the applicable legislation relating thereto.

10. NOTICE

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and will be given by personal delivery, by registered mail or by electronic means of communication addressed to the recipient party: (i) if the recipient party is GROUP, to the address of Group set forth below (ii) if the recipient party is ADI, to the address set forth below, and (iii) if another address, individual or electronic communication number has been designated by notice by any recipient party to the others, to such other address, individual or electronic communication number.

if to ADI:

1133 Regent Street, Suite 300
Fredericton, New Brunswick
E3B 3Z2

Attention: David D. Crandall

if to GROUP:

1133 Regent Street, Suite 300
Fredericton, New Brunswick
E3B 3Z2

Attention: Hollis B. Cole

Any demand, notice or other communication given by personal delivery conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the third (3rd) business day following the deposit thereof in the mail and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient and on the business day during which such normal business hours next occur if not given during such hours on any day. If the party giving any demand, notice or other communication knows or ought reasonably to know of any difficulties with the postal system that might affect the delivery of mail, any such demand, notice or other communication may not be mailed but must be given by personal delivery or by electronic communication.

11. SUCCESSORS, ASSIGNS AND ASSIGNMENT

This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. This Agreement may not be assigned by either party without the prior written consent of the other party.

12. SUPPLEMENTAL PROVISIONS

The parties agree to execute all further documentation required from time to time in order to give effect to the terms and conditions of this Agreement.

13. APPLICABLE LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein and any disputes arising out of a relating to this Agreement shall be submitted to the jurisdiction of the courts of the Province of New Brunswick and Canada according to their respective jurisdictions.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents and affixed their seals by their officers duly authorized in this regard, all as of the date first above written.

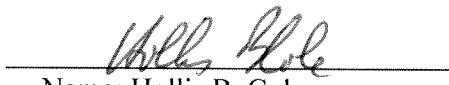
AEC Holdings Limited

Per: 
Name: Paul Morrison


ADI LIMITED

per: 
Name: Ronald Blanchard

ADI GROUP INC.

per: 
Name: Hollis B. Cole

SCHEDULE "A"
ADI MARKS

Canada : TMA292654	Registered	
Canada (application): 0674865	Abandoned	CAR
USA (application): 74188900		
Canada : TMA289790	Registered	ADI
USA : 73566221		

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