

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cryopak Corporation		09/29/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCP Reliable Inc.		
<b>Street Address:</b>	551 Raritan Center Parkway		
<b>City:</b>	Edison		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08837		
<b>Entity Type:</b>	CORPORATION: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1576371	CRYOPAK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(914)288-0023		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	914-821-9073		
Email:	sloane@leasonellis.com		
Correspondent Name:	Peter S. Sloane		
Address Line 1:	81 Main Street, Suite 503		
Address Line 4:	White Plains, NEW YORK 10601		
ATTORNEY DOCKET NUMBER:	4736/3900-US0		
NAME OF SUBMITTER:	Peter S. Sloane		
Signature:	/peter sloane/		
Date:	01/14/2011		

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**Total Attachments: 10**

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**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT is made this 29<sup>th</sup> day of September, 2006

**BETWEEN:**

**CRYOPAK CORPORATION LTD. CORPORATION**  
**CRYOPAK LTEE.**, a federal company (Incorporation No. A4231104), having an office at 1053 Derwent Way, Annacis Island, British Columbia,

(the "Vendor");

**AND:**

**CRYOPAK INDUSTRIES INC.**, a British Columbia company (Incorporation No. BC0226896), having an office at 1053 Derwent Way, Annacis Island, British Columbia,

(the "Parent");

**AND:**

**TCP RELIABLE INC.**, a company incorporated under the laws of the State of New Jersey, having an office at 551 Raritan Center Parkway, Edison, New Jersey 08837

(the "Purchaser")

**WHEREAS:**

- A. The Vendor and the Parent own and operate the Business (as defined below), and own or hold under lease (as set out herein) the assets used in connection with the Business;
- B. The Vendor wishes to sell, and the Purchaser wishes to purchase, the Vendor Assets (as defined below) and the Business on the terms and conditions set forth in this Agreement;
- C. The Parent wishes to sell, and the Purchaser wishes to purchase, the Parent Assets (as defined below) on the terms and conditions set forth in this Agreement; and

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants, agreements, representations and warranties set out below, the parties covenant and agree as follows:

**1. Interpretation**

**1.1 Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith or unless otherwise specifically provided:

- (hh) "Intellectual Property" means all rights, title, interest and benefit of the Vendor or the Parent, as the case may be, in and to intellectual property of every nature, whether registered or unregistered, including, without limitation, all copyrights, patents, patent rights, trade-marks, certification marks and industrial designs, applications for any of the foregoing, trade names, brand names, business names (including, without limitation Ice-Pak and Northland), trade secrets, proprietary manufacturing information and know-how, instruction manuals, inventions, inventors' notes, research data, unpatented blue prints, drawings and designs, formulae, calculations, processes, prototypes, technology and marketing rights, together with all rights under

licence agreements, sublicense agreements, strategic alliances, development agreements, technology transfer agreements and other agreements or instruments relating to any of the foregoing, that are owned by the Vendor or the Parent or used in connection with the Business or Assets, including, without limitation, the trademarks, copyrights, patents, licences and agreements described in Schedule B;

(pp) "Parent Assets" means the following:

(i) the Parent IP; and

(qq) "Parent IP" means the Intellectual Property owned by the Parent.

- (g) Intellectual Property: With respect to the Intellectual Property:
- (i) **Schedule B** contains a complete list of all patents, pending patent applications, trade-marks, trade-mark applications and copyright registration in each jurisdiction in which application or registration has been made by or on behalf of the Vendor or the Parent, as the case may be, together with all licences and agreements relating to the Intellectual Property;
  - (ii) the execution and delivery of this Agreement and the completion and performance of the transactions and obligations contemplated by or contained in this Agreement will not breach, violate or conflict with any instrument or agreement governing any Intellectual Property right, and will not cause the forfeiture or termination of any Intellectual Property right or in any way exclude the right of the Vendor or the Parent to use, sell, license or dispose of or to bring any action for the infringement of any Intellectual Property right (or any portion thereof);
  - (iii) there are no pending or, to the knowledge of the Vendor or the Parent threatened, claims or litigation contesting the validity, ownership or right to use, sell, license or dispose of any of the Intellectual Property necessary or required or otherwise used for or in connection with the conduct of the operations of the Business, nor to the knowledge of the Vendor or the Parent is there any basis for such claim, nor has the Vendor or the Parent received

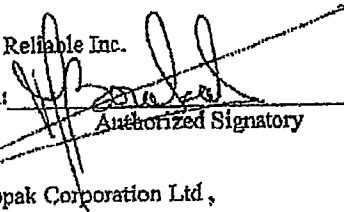
any notice asserting that any Intellectual Property right of the Vendor or the Parent or the proposed use, sale, license or disposition thereof by the Vendor or the Parent conflicts or will conflict with the rights of any party, nor is there any basis for such assertion;

- (iv) the Vendor and the Parent have used their best efforts to ensure that all technical information, other than technical information for which the Vendor considers patent protection and defensive publication to be suitable, developed by and belonging to the Vendor or the Parent for which a copyright has not been registered nor patent protection sought, has been kept confidential;
- (v) all persons having access to or knowledge of the Intellectual Property that is of a confidential nature and that is necessary or required or otherwise used for or in connection with the conduct or operation or proposed conduct or operation of the Business have entered into appropriate non-disclosure agreements with the Vendor and the Parent; and
- (vi) the Vendor and the Parent have disclosed in writing to the Purchaser all opinions and communications of patent agents or attorneys or solicitors under its past or present direction that could be relevant to the valuation of the Intellectual Property or could be relevant to the representations or warranties contained in this subsection 3.2(g).



IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

TCP Reliable Inc.

PER:  \_\_\_\_\_  
Authorized Signatory

Cryopak Industries Inc.

PER: \_\_\_\_\_  
Authorized Signatory

Cryopak Corporation Ltd,

PER: \_\_\_\_\_  
Authorized Signatory

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

TCP Reliable Inc.

PER: \_\_\_\_\_  
Authorized Signatory

Cryopak Industries Inc  
*by its Receiver Deloitte & Touche Inc.*  
PER: \_\_\_\_\_  
Authorized Signatory

Cryopak Corporation Ltd.  
*by its Receiver Deloitte & Touche Inc.*  
PER: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE B**  
**INTELLECTUAL PROPERTY**

**AMERICAN TRADEMARKS**

<u>Trade-mark</u>	<u>Registered Owner</u>	<u>Comments</u>
<b>SIMPLY COZY</b> Registered September 10, 2002 Reg. No. 2,618,099	Cryopak Industries Inc.	This registration was based on use since October 18, 1999. A security interest has been filed on February 13, 2003.
<b>K &amp; Design</b> Registered November 13, 2001 Reg. No. 2,507,834	Cryopak Industries Inc.	This registration was based on use since January, 2000. A security interest has been filed on February 13, 2003.
<b>FLEXIBLE ICE</b> Registered August 20, 2002 Reg. No. 2,610,776	Cryopak Corporation	This registration was based on use since March 24, 2000. A security interest has been filed on February 13, 2003.
<b>CRYOPAK &amp; Design</b> Registered January 9, 1990 Reg. No. 1,576,371	Cryopak Corporation	This registration was based on use since October 15, 1985. A security interest has been filed on February 13, 2003.
<b>COOLER MAT</b> Registered June 7, 1988 Reg. No. 1,490,723	Cryopak Corporation	This registration was based on use since April, 1987 but used in commerce since August, 1987. A security interest has been filed on February 13, 2003.
<b>CRYOMAT</b> Registered December 9, 1986 Reg. No. 1,420,052	Cryopak Corporation	This registration was based on use since February 24, 1986. A security interest has been filed on February 13, 2003.
<b>FREEZIT</b> Registered September 23, 1997 Reg. No. 2,100,314	Ice-Pak Inc.	This registration was based on use since May 9, 1997. A security interest has been filed on February 13, 2003.
<b>ICE-PAK MIN-EEZ</b> Registered February 27, 2001 Reg. No. 2,432,349	Ice-Pak Ltd./Ltee	This registration was based on use since March 23, 2000. A security interest has been filed on February 13, 2003.
<b>PERMA-GEL</b> Registered April 3, 2001 Reg. No. 2,441,453	Ice-Pak Inc. Corporation	This registration was based on use since June 29, 2000. A security interest has been filed on February 13, 2003.