

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
Priva Inc.		11/01/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Fiberlinks Textiles Inc.		
Street Address:	815C Tecumseh		
City:	Pointe-Claire, Quebec		
State/Country:	CANADA		
Postal Code:	H9R 4B1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1673970	PRIVA	
CORRESPONDENCE DATA			
Fax Number:	(514)875-8237		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	jdellorto@spiegelsohmer.com		
Correspondent Name:	Janet Dell'Orto		
Address Line 1:	5 Place Ville-Marie, Suite 1203		
Address Line 4:	Montreal, Quebec, CANADA H3B 2G2		
ATTORNEY DOCKET NUMBER:	84460-612		
DOMESTIC REPRESENTATIVE			
Name:	David Weslow		
Address Line 1:	1776 K Street NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	Janet Dell'Orto		

OP \$40.00 1673970

Signature:	/Janet Dell'Orto/
Date:	05/06/2011
<p>Total Attachments: 11 source=Offer to purchase#page1.tif source=Offer to purchase#page2.tif source=Offer to purchase#page3.tif source=Offer to purchase#page4.tif source=Judgment of Superior Court#page1.tif source=Judgment of Superior Court#page2.tif source=Judgment of Superior Court#page3.tif source=Judgment of Superior Court#page4.tif source=Interim Receivers Certificate#page1.tif source=Interim Receivers Certificate#page2.tif source=Interim Receivers Certificate#page3.tif</p>	

**BY EMAIL & FACSIMILE
STRICTLY PRIVATE & CONFIDENTIAL**

October 26, 2007

Priva Inc.
9100 Ray Lawson Boulevard,
Montreal (Quebec) H1J 1K8
Attention: Ms. Danielle Lefort, CFO

Dear Ms. Lefort:

Re: Purchase of the Assets of Priva Inc. (the "Vendor")

We hereby offer to purchase (the "Offer to Purchase") directly or through an affiliate (the "Purchaser") all of the right, title and interest in the Purchased Assets (as defined below), subject to the following terms and conditions (the "Proposed Transaction"). Once accepted by you and the Interim Receiver (as defined herein) and subject to the Closing Conditions (as defined herein), this Offer to Purchase becomes a binding agreement on all of the parties thereto.

1. Purchased Assets

The Purchaser shall purchase all of the following assets:

- (c) All of the Vendor's right, title and interest in intellectual property, including all trade marks, trade names, websites and domain names, certification marks,

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service marks, and other source indicators, and the goodwill of any business symbolized thereby, patents, copyrights (including software programs, code, applications, systems, databases, data, documentation and website content), know-how, formulae, processes, inventions, technical expertise, research data, trade secrets, industrial designs and other similar property, and all registrations, applications for registration and other similar rights in respect thereof, and

(herein after collectively called the "Purchased Assets").

FIBERLINKS TEXTILES INC.

By:



Frank Dres

President, duly authorized as he so declares

The foregoing is hereby agreed to and accepted as of October 26, 2007:

PRIVA INC.

By:



Danielle Lefort

Chief Financial Officer

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INTERVENTION

The undersigned, in its capacity as Interim Receiver of **PRIVA INC.**, hereby accepts the Offer to Purchase and agrees to fulfill all obligations incumbent upon the Interim Receiver pursuant thereto, the whole subject to its terms and conditions, and without personal or corporate liability.

Date: October 29, 2007

RSM RICHTER INC. in its capacity as Interim Receiver of **PRIVA INC.**, and without personal or corporate liability.

By: [Signature]
Name: _____
(duly authorized as he so declares)

YVES VINCENT

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-031719-079

DATE: October 26, 2007

BY: THE REGISTRAR CHANTAL FLAMAND

PRIVA INC.

Debtor/Petitioner
and

RSM RICHTER INC.

Trustee/Interim Receiver

JUDGMENT

[1] **THE COURT**, seized of Petitioner's Motion for the Appointment of an Interim Receiver and for Authorization to Sell Certain Assets (the "**Motion**"), renders the present judgment;

[2] **SEEING** that the Motion has been duly served upon Fiberlinks Textiles Inc., (the "**Purchaser**")

[3]

[4] **SEEING** the Purchaser's offer to purchase, dated October 26, 2007 (the "**Offer to Purchase**") the debtor's inventory, intellectual property, goodwill and furniture and fixtures (the "**Proposed Transaction**");

[5]

[6] **SEEING** the evidence presented;

[7] **CONSIDERING** the representations made by Counsel;

[8] **CONSIDERING** that the Motion is well founded in fact and in law;

[9] **FOR THESE REASONS:**

[10] **GRANTS** the present Motion for the Appointment of an Interim Receiver and for Authorization to Sell Certain Assets of the Debtor ("**Motion**") and the remedies and relief sought by Priva Inc. ("**Priva**") therein;

[11]

[12]

[13] **DECLARES** that any capitalized term not defined herein shall have the meaning ascribed thereto in the Motion;

[14] **APPOINTS** RSM Richter Inc. ("**Richter**"), licensed trustee, as Interim Receiver to the Purchased Assets, for the sole purpose of consummating the Proposed Transaction and conveying the Purchased Assets in accordance with the terms of the Offer to Purchase;

[15] **GRANTS** the Interim Receiver the following rights and powers:

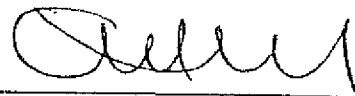
[15.1.] Intervene into the Offer to Purchase and perform its obligations pursuant thereto;

[15.2.] Sell, transfer, assign and convey to Fiberlinks any and all right, title and interest of Priva in and to any and all of the Purchased Assets pursuant to the provisions of the Offer to Purchase;

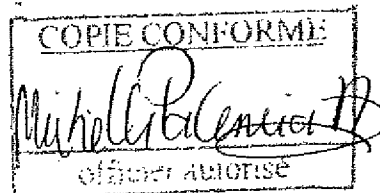
[15.3.]

[16] **APPROVES** the Offer to Purchase and authorizes the sale, transfer and assignment of the Purchased Assets in accordance with the terms of the Offer to Purchase (the "**Conveyance**");

[40] THE WHOLE WITHOUT COSTS.



REGISTRAR CHANTAL FLAMAND



TO: RSM Richter, in it's capacity as Interim Receiver to Priva Inc.


We refer to the following:

- (1) The offer to purchase ("**Offer to Purchase**") dated October 26, 2007 between Priva Inc. and Fiberlinks Textiles Inc.;
- (2) the order rendered by the Superior Court of Québec on October 26, 2007; and
- (3) the Closing Conditions and the Closing, as defined in the Offer to Purchase.

We hereby confirm the following:

- (1) Each of the undersigned has completed, complied with, ratified or waived all of the Closing Conditions; and
- (2) the Closing took place on November 1, 2007.

DATED THIS FIRST DAY OF NOVEMBER 2007



PRIVA INC.



FIBERLINKS TEXTILES INC.

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)
(Sitting as a court designated pursuant to the
Bankruptcy and Insolvency Act,
R.S.C. 1985, c. B-3)

No.: 500-11-031719-079

IN THE MATTER OF THE PROPOSAL OF:

PRIVA INC., a legal person duly constituted under the *Alberta Business Corporations Act*, having its principal place of business at 9100 Boulevard Ray Lawson, in the City and District of Montréal, Province of Québec, H1J 1K8;

Debtor

- and -

RSM RICHTER INC., a legal person duly constituted according to law, having its principal place of business located at 2 Place Alexis-Nihon, 3500 de Maisonneuve Blvd. West, 22nd Floor, in the City and District of Montréal, Province of Québec, H3Z 3C2;

Trustee/Interim Receiver

INTERIM RECEIVER'S CERTIFICATE

WHEREAS pursuant to the order rendered by this Court on October 26, 2007 (the "**Court Order**"), RSM Richter Inc. was appointed as Interim Receiver of the Debtor pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**");

AND WHEREAS pursuant to the Court Order, the Debtor/Vendor was authorized, to sell to Fiberlinks Textiles Inc. (the "**Purchaser**") the Purchased Assets, as such term is defined in the Offer to Purchase dated October 26, 2007 filed under seal as Exhibit R-7 in support of the Debtor's Motion to Appoint an Interim Receiver and for Authorization to Sell Certain Assets (the "Offer to Purchase");

WHEREFORE, THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

The Debtor/Vendor and the Purchaser have each confirmed to the Interim Receiver in writing that each of them has completed, complied with, satisfied or waived all of the Closing Conditions (as defined in the Offer to Purchase), and that the Closing (as defined in the Offer to Purchase) took place on NOVEMBER 1st, 2007.

MADE AT MONTREAL, THIS 1st DAY OF NOVEMBER 2007

RSM RICHTER INC.,
in its capacity as Interim Receiver of the Debtor

per: _____

