

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
PRICEWATERHOUSECOOPERS INC.		08/28/2009	TRUSTEE: CANADA
RECEIVING PARTY DATA			
Name:	DISTRIBUTION TOITURE MAURICIENNE INC.		
Street Address:	1970 Rue des Toitures, G8V 1V9		
City:	Trois-Rivieres (QC)		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3360244	QUICK TOOLS ENTERPRISE SUITE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	stephan@northamerica-trade.com		
Correspondent Name:	Stephan Cliche		
Address Line 1:	5300, Boul. des Galeries, Suite 210		
Address Line 2:	G2K 2A2		
Address Line 4:	Quebec, CANADA		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			

OP \$40.00 3360244

NAME OF SUBMITTER:	Stephan Cliche
Signature:	/sc/
Date:	07/23/2012
Total Attachments: 4 source=CCF20120720_0000#page1.tif source=CCF20120720_0000#page2.tif source=CCF20120720_0000#page3.tif source=CCF20120720_0000#page4.tif	

GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

THIS GENERAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE
made as of the 28th day of August, 2009.

BETWEEN:

PRICEWATERHOUSECOOPERS INC., in its capacity as
the court-appointed interim receiver and receiver and manager
of **JAGER BUILDING SYSTEMS INC.**, and not in its
personal or corporate capacity (the "**Vendor**")

- and -

DISTRIBUTION TOITURE MAURICIENNE INC., a
corporation incorporated pursuant to the laws of the Province of
Quebec (the "**Purchaser**")

WHEREAS:

- A. On October 8, 2008, PricewaterhouseCoopers Inc. was appointed as interim receiver and receiver and manager of all of the assets, undertakings and properties of Jager Building Systems Inc. (the "**Company**") pursuant to an order of the Ontario Superior Court of Justice, court file no. CV-08-7727-00CL, a copy of which order is attached hereto as Schedule A; and
- B. The Vendor has agreed to sell, and the Purchaser has agreed to purchase, all of the Vendor's and the Company's right, title and interest in and to that certain computer software designated as the "QuickTools Entreprise Suite", including all computer programs, operating systems, applications, interfaces, software scripts, development tools, and other codes, instructions or sets of instructions for computer hardware or software, including without limitation computer markup languages, in object, source code or other code format (the "**Purchased Assets**"), on the terms and subject to the conditions of this General Conveyance, Assignment and Bill of Sale (the "**Bill of Sale**");

NOW THEREFORE THIS BILL OF SALE WITNESSES that in consideration of mutual covenants and agreements herein contained, the payment by the Purchaser to the Vendor the sum of CAD100,000.00 plus all applicable taxes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. The Vendor hereby sells, conveys, assigns, transfers and delivers to the Purchaser, and the Purchaser hereby purchases and accepts the conveyance, assignment, transfer and delivery

of, all of the Vendor's and the Company's rights, title and interest in and to, if any, the Purchased Assets on an "as is, where is basis", for the sum of one hundred thousand dollars in lawful money of Canada (Cdn.\$100,000.00), plus all applicable taxes, paid by the Purchaser by certified cheque or wire transfer to the bank account designated by the Vendor, such sum to shall be paid in two instalments; 50% at the time of the execution and delivery of this Bill of Sale, and 50% on the Transfer Date (as such term is defined in section 3 below).

2. The Vendor and Purchaser acknowledge that the Purchased Assets are whole, are entirely hosted on the Company's servers, and are up and ready to be run on demand as inspected by the Purchaser.

3. The Vendor hereby acknowledges that the Purchaser has advised the Vendor that the steps set out in Schedule B attached hereto are required for the transfer of the Purchased Assets from the Company's servers and premises to the Purchaser's servers and premises. The Vendor and the Purchaser hereby agree that the Purchaser will be responsible for implementing such steps. From the date hereof until the earlier of the Purchaser's completion of the steps set out in Schedule B attached hereto and November 15, 2009 (the "Transfer Date"), the Vendor shall provide the Purchaser with all necessary access to the Company's servers for the sole purpose of allowing and facilitating the transfer of the Purchased Assets to the Purchaser's servers and premises. The Vendor and the Purchaser hereby agree that if the Purchased Assets are not up and running on the Purchaser's servers by the Transfer Date due to a delay caused solely by the Purchaser's third party software consultants/installers, the Vendor and the Purchaser will, subject to a commercially reasonable standard, cooperate to facilitate the successful running of the Purchased Assets on the Purchaser's servers, including a postponement of the Transfer Date or a price adjustment.

4. The Purchaser shall be responsible for all costs and expenses incurred in connection with the completion of the steps set out in Schedule B attached hereto and the payment of all federal and provincial sales taxes (including any retail sales taxes and goods and services taxes) and all other taxes, duties, fees or other like charges of any jurisdiction properly payable in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser.

5. By its execution of this Bill of Sale, the Purchaser acknowledges, agrees, represents and warrants to and in favour of the Vendor that:

- (a) the Purchased Assets are being sold by the Vendor and purchased by the Purchaser on an "as is, where is" basis and without recourse to the Vendor or the Company, and the Purchaser has conducted such inspections of the Purchased Assets and such investigations of the Company's right, title and interest in and to the Purchased Assets and all matters and things connected with or in any way related to the Purchased Assets as it has deemed appropriate and has relied entirely on its own inspection, investigation and analysis and has satisfied itself considering those matters, and the Purchaser accepts the Purchased Assets in their state, condition and location;
- (b) the Vendor (including its respective directors, officers, employees, affiliates, agents, advisors, partners, shareholders and representatives of the Vendor) shall



have no liability or responsibility based on or in respect of any information or documents obtained by the Purchaser or, provided to or made available to the Purchaser by the Vendor or otherwise;

- (c) no representation, warranty or condition, either express or implied, has been or will be given by the Vendor as to:
 - (i) the title, description, condition, state, age, obsolescence, currency, cost, size, quantity, quality, location, fitness for purpose, merchantability, valuation, revenues, expenses, registration or otherwise of or concerning the Purchased Assets in any jurisdiction,
 - (ii) the right of the Vendor to sell, convey, assign or transfer title to or any interest in the Purchased Assets, except that right which the Vendor has acquired through its appointment as interim receiver and receiver and manager of the Company,
 - (iii) the existence, validity, registration, enforceability or priority of any mortgages, charges, liens, encumbrances, security interests or claims of whatsoever nature or kind in, on, over or in any way affecting or related to all or any of the Purchased Assets, or
 - (iv) the title to, enforceability of, restrictions upon, existence and terms of any rights of any third parties to the Purchased Assets or any of them, except that the Vendor has done no act itself to encumber the Purchased Assets.
- (d) the description of the Purchased Assets contained herein is for the purposes of identification only and no representation, warranty or condition has been or will be given by the Vendor concerning the accuracy of these descriptions and the Purchaser acknowledges that it does not rely on the same; and
- (e) without limiting any other provision of this Bill of Sale, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) do not apply hereto and have been waived.

6. By its execution of this Bill of Sale, the Purchaser acknowledges and agrees that it has accepted delivery of the Purchased Assets wherever situated as of the date hereof and assumes all risk of damage or loss to the Purchased Assets from and after the date hereof.

7. This Bill of Sale shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

8. This Bill of Sale shall be binding on and enure to the benefit of the parties hereto and their respective successors (including any successors by reason of amalgamation or statutory arrangement of any party) and assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.



Schedule B

Transfer Steps

1. Source file delivery – The Purchaser will arrange to burn the files on the Company's servers onto DVDs (roughly 20G in size) and ship them to the Purchaser's office. If it is determined that something is missing, the Purchaser will use file transfer protocol to transfer files.
2. The Purchaser will arrange to set up all files, databases and portal to mirror those that were on the Company's servers.
3. The Purchaser will provide a desktop (OS:XP Pro or Vista Pro with IIS Server, VS2005 with SP and VS2008 with SP) to remote in so that one development environment may be set up to test and compile source code of "Quicktools Enterprise Suite".
4. The Purchaser will provide and install deployment tool on the desktop mentioned above: InstallShield 11.5 Pro, which the Company was using to create deployment package.
5. The Purchaser will arrange to create a few new clients/users of "Quicktools Enterprise Suite" in the new environment to test the delivery.

