

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323454

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Offer to Purchase Assets (in 4 pages, Pertinent Pages Only)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NSI Communication Systems Inc.		02/12/2003	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PolarSat Inc.		
<b>Street Address:</b>	6900 Trans-Canada Highway		
<b>City:</b>	Pointe-Claire, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H9R 1C2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2842130	SKYIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6192350398		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(619) 238-1900		
<b>Email:</b>	docketing@procopio.com		
<b>Correspondent Name:</b>	Jacob C. Reinbolt		
<b>Address Line 1:</b>	525 B Street, Suite 2200		
<b>Address Line 2:</b>	Procopio, Cory, Hagraves & Savitch LLP		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>ATTORNEY DOCKET NUMBER:</b>	107850000003		
<b>NAME OF SUBMITTER:</b>	Jacob C. Reinbolt		
<b>SIGNATURE:</b>	/jacob c reinbolt/		
<b>DATE SIGNED:</b>	11/17/2014		
<b>Total Attachments: 4</b>			
source=NSI_PolarSat_Offer_to_Purchase_107850-000003#page1.tif			
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TRADEMARK

01/24/03 14:58 FAX

IN THE MATTER OF:                   THE BANKRUPTCY OF NSI COMMUNICATION SYSTEMS INC.  
   [BANKRUPT] AND RICHTER & ASSOCIÉS INC.  
   [TRUSTEE]

OFFER TO PURCHASE ASSETS

The undersigned, COS MODAVERI, hereinacting for a corporation to be formed under the Canada Business Corporations Act [and not personally] ["PURCHASER"] hereby offers to purchase from the TRUSTEE of the secured lenders, the following assets of the BANKRUPT for the price, terms and conditions hereinafter set forth.

1.    ASSETS

[As listed in the Information Package submitted by the TRUSTEE].

- 1.1 Lot 1:       Accounts Receivable
- Lot 2:       Intellectual Property, Trade-Marks and Technology
- Lot 3:       Office Equipment
- Lot 4:       Computer Equipment
- Lot 5:       Shop Equipment
- Lot 6:       Electronic and Test Equipment
- Lot 7:       Inventory
  - A)    Inventory (Raw Materials and Finished Goods)
  - A-1) Inventory (Finished Goods) (not included in the  
       BANKRUPT'S inventory listing)
  - B)    Work-in-Process Inventory
  - C)    RMA Inventory

hereinafter, sometimes collectively called the "ASSETS").

7. **INTERVENTION**

- 7.1 Cos Modafferi hereby intervenes to represent and warrant that the Purchaser is the corporation formed to acquire the assets of NSI subject to the Offer.
- 7.2 GATX/MM Venture Finance Partnership hereby intervenes to grant mainlevée of the hypothec granted in its favour by NSI published by registration under number 02-0280310-0003 at the RPMRR and to undertake to sign all documents necessary or useful to cancel the registration on the said hypothec.

8. **GENERAL PROVISIONS**

- 8.1 This agreement is subject and shall be governed and construed in accordance with the laws of the Province of Quebec and the laws of Canada, applicable therein.
- 8.2 All amounts mentioned herein are in Canadian dollars unless otherwise specified.
- 8.3 The parties agree that the Courts of the Province of Quebec, District of Montreal, shall have exclusive jurisdiction on any matter or claim resulting from this agreement.
- 8.4 Any notices hereunder shall be given by Bailiff's service or by courier service or by prepaid registered or certified mail or by fax to the parties hereto, as follows:

**To the Secured Creditor:**

- **BNP PARIBAS (CANADA)**  
c/o Mr. Richard Kelso  
1981, McGill College Avenue, 4<sup>th</sup> Floor  
Montreal, Quebec H3A 2W8  
Fax: (514) 285-2955

**With copy to:**

- **GOLDSTEIN, FLANZ & FISHMAN**  
c/o Me Gilles Paquin  
1250, René-Lévesque Blvd., Suite 4100  
Montreal, Quebec H3B 4W8  
Fax: (514) 932-4170

**To the Purchaser**

- **POLARSAT INC.**  
c/o Mr. Cos Modafferi  
6900 Trans-Canada Highway  
Pointe-Claire, Québec H9R 1C2  
Fax: (514) 694-5288

**With copy to:**

- **KAUFMAN LARAMÉE**  
c/o Me Oscar Respitz, Q.C.  
800 René-Lévesque Blvd, Suite 2220  
Montreal, Quebec H3B 1X9  
Fax: (514) 875-7147

- 8.5 This agreement may be executed in counterparts and all executed copies thereof shall constitute one agreement.
- 8.6 The parties hereby declare to have requested that this agreement be drafted in English. Les parties déclarent avoir requis que la présente convention soit rédigée en anglais.

**SIGNED IN MONTREAL THIS 12<sup>th</sup> DAY OF FEBRUARY 2003.**

**For the Vendor:**

**NSI COMMUNICATION SYSTEMS INC.,  
hereinafter through BNP PARIBAS (CANADA):**

Per: \_\_\_\_\_

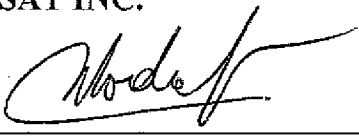
*Richard Kelso*  
Richard Kelso

Per: \_\_\_\_\_

*Peter Sciortino*  
Peter Sciortino

For the Purchaser

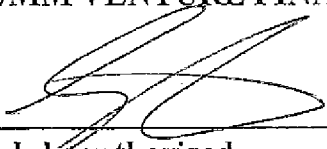
POLARSAT INC.

Per:   
Cos Modafferi

For the Intervenants

  
COS MODAFFERI

GATX/MM VENTURE FINANCE PARTNERSHIP

Per:   
duly authorized