

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
Assignment Branch

In re: Trademark Registrations of Triosyn Holding Inc.
Reg. Nos. 2,441,736 and 2,418,710
For Marks TRIOSYN and TRIANGLE/GLOBE Design

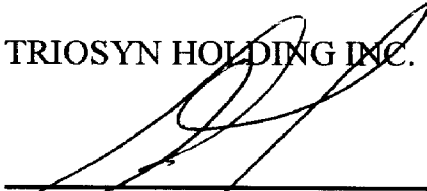
APPOINTMENT OF DOMESTIC REPRESENTATIVE

Registrant Triosyn Holding Inc., a Canadian corporation, (formerly 3446981 Canada Inc.), hereby appoints William H. Murray, Lewis F. Gould, Arthur L. Plevy, Peter J. Cronk, Stephan P. Gribok, Robert E. Rosenthal, Richard T. Redano, Steven E. Koffs, Richard A. Paikoff, Samuel W. Apicelli, Edward J. Howard, Jane E. Alexander, Paul A. Schwarz, Susan O. Goldsmith, Gary R. Maze, Gail A. Dalickas, Anthony Colesanti, Allison Z. Gifford, Darius C. Gambino, Carl A. Giordano, Joseph A. Powers, Joseph F. Oriti, Melanie S. Goddard, and Duane, Morris & Heckscher LLP, whose address is:

Duane, Morris & Heckscher LLP
One Liberty Place
Philadelphia, PA 19103-7396
(215) 979-1000

its representative upon whom notices or process in proceedings affecting the right to ownership of said trademark brought under the laws of the United States may be served.

TRIOSYN HOLDING INC.


By: PIERRE JEAN MESSIER
Title: PRESIDENT & CEO

July 5th, 2001
Date

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Assignment, effective April 14, 1999, between the undersigned Triosyn Corporation, a Canadian corporation, having a principal place of business at 14163 Labelle Boulevard, Mirabel, Quebec, J7J 1M3, Canada (the "Assignor"), and 3446981 Canada Inc., a Canadian corporation, with a principal place of business at 14163 Labelle Boulevard, Mirabel, Quebec, J7J 1M3, Canada, (the "Assignee"), transfers and assigns from Assignor to Assignee, for the United States, its territories and possessions, and worldwide, all right, title, and interest in and to the marks and the U.S. and foreign applications and registrations for marks described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademarks, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office and other foreign trademark offices.

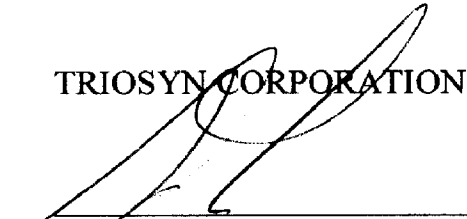
After execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.



In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

TRIOSYN CORPORATION



By: Pierre Jean Messier
Title: President

I, Richard LaRue, a lawyer and *de facto* Commissioner for Oaths in and for the Province of Quebec, Canada, do hereby certify that on this 17th day of April, 2001, appeared before me Pierre Jean Messier, to me personally known, who, being by me duly sworn, did say that he is the President of Triosyn Corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said instrument to be the free act and deed of said corporation.

Subscribed and sworn to before me this 17th day of April, 2001



SCHEDULE A

U.S. Trademarks

<u>Mark</u>	<u>Reg. No.</u>
TRIOSYN	2,441,736
TRIANGLE/GLOBE Design	2,418,710

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No./Appl. No.</u>
TRIOSYN	Canada	TMA465,213
TRIOSYN	Japan	3,360,859
TRIOSYN	European Commun.	000733956

