

10-02-2001

U.S. Department of Commerce  
Patent and Trademark Office

IT

101863843

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Stuart Energy Systems Inc.

☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation- Canada  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and Address of receiving party(ies)

Name: Stuart Energy Systems Corporation

Address: 122 The West Mall  
Toronto, Ontario  
M9C 1B9, Canada

## 3. Nature of conveyance:

☒ Assignment                      ☐ Merger  
☐ Security Agreement              ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: July 9, 2001

☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation - Canada  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
 representative designation is attached: ☒ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☒ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/769,810; 75/769,812

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Midge M. Hyman, Esq.  
 Cowan, Liebowitz & Latman, P.C.  
 1133 Avenue of the Americas  
 New York, NY 10036-6799

## 6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

☒ Enclosed

☒ Any deficiency is authorized to be charged to  
 Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of  
 the original document.

Midge M. Hyman  
 Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

**APPOINTMENT OF DOMESTIC REPRESENTATIVE**

With respect to this recordal of the Trademark Assignment between Stuart Energy Systems Inc. and Stuart Energy Systems Corporation, the undersigned hereby appoints Midge M. Hyman, Arthur J. Greenbaum, David Goldberg, William M. Borchard, Baila H. Celedonia, Mary L. Kevlin, Lynn S. Fruchter, Jeffrey H. Epstein and all other attorneys of Cowan, Liebowitz & Latman, P.C., 1133 Avenue of the Americas, New York, New York 10036-6799 as its domestic representative upon whom notices or process in proceedings affecting this mark may be served. All previous Appointments of Domestic Representative are hereby revoked.

Respectfully submitted,

**STUART ENERGY SYSTEMS CORPORATION**By: Steven J. Thorpe

Name:

Title:

Steven J. Thorpe  
V.P. ResearchDated: 09/07/01

## UNITED STATES

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made the 9 day of July, 2001,  
between Stuart Energy Systems Inc., a corporation organized and existing under the laws of  
Canada with its principal place of business at 122 The West Mall, Etobicoke, Toronto, M9C  
1B9, Canada ("Assignor") and Stuart Energy Systems Corporation, a corporation organized  
and existing under the laws of Canada with its principal place of business at 122 The West  
Mall, Etobicoke, Toronto, M9C 1B9, Canada ("Assignee").

WHEREAS, Assignor has adopted and used in the United States the trademark listed  
in the Schedule hereto and is the owner of the application thereof shown in the Schedule (the  
"Trademark"); and

WHEREAS, Assignee, having acquire Assignor's business, wishes to acquire all of  
Assignor's right, title and interest in and to the Trademark and the goodwill associated  
therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is  
hereby acknowledged, Assignor hereby assigns, transfers, and conveys unto Assignee all of  
its rights, title and interest in and to the Trademark, whether statutory or at common law,  
including all applications and registrations thereof, together with the goodwill of the business  
symbolized by the Trademark, and the right to sue for, collect and retain all damages and  
profits and all other remedies for past infringements thereof.

THE SCHEDULE

<u>Trademark</u>	<u>Application No.</u>	<u>Filed</u>
CARBONZERO	75/769,810	August 6, 1999
CARBONLITE	75/769,812	August 6, 1999

STUART ENERGY SYSTEMS INC.

By: Steven J. Thorpe  
Name:  
Title: Steven J. Thorpe  
V.P. Research

MMH/RMD/23137/50/421515.1