

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Grant Thornton Limited		04/26/2002	Court-Appointed Receiver for King Products, Inc.: CANADA

RECEIVING PARTY DATA

Name:	4049179 Canada Inc.
Street Address:	c/o Aird & Berlis, LLP, BCE Place, Suite 1800, 181 Bay Street, Box 754
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2T9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	76329651	TOUCHWEB
Serial Number:	76003522	KINGNET
Serial Number:	76190279	ESHOPPING SPREE

CORRESPONDENCE DATA

Fax Number: (949)760-9502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9497600404
 Email: efilings@kmob.com
 Correspondent Name: Knobbe Martens Olson & Bear, LLP
 Address Line 1: 2040 Main Street, 14th Floor
 Address Line 4: Irvine, CALIFORNIA 92614

DOMESTIC REPRESENTATIVE

Name: Jeffrey L. Van Hoosear
 Address Line 1: 2040 Main Street, 14th Floor

CH \$90.00 76329651

Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER: Jeffrey L. Van Hoosear

Signature: /jeffrey l. van hoosear/

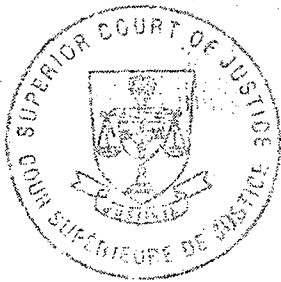
Date: 02/04/2005

Total Attachments: 16

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.) MONDAY, THE 22nd DAY
JUSTICE GROUND) OF APRIL, 2002



IN THE MATTER OF the Receivership of the
Assets of King Products Inc.

AND IN THE MATTER OF Section 101 of the
Courts of Justices Act, R.S.O. 1990, c. C.43,
as amended

ORDER

THIS APPLICATION made by King Products Inc. ("**King**") for an Order appointing Grant Thornton Limited ("**Grant Thornton**") as receiver, without security, pursuant to section 101 of the *Courts of Justice Act* ("**CJA**") of the property, assets and undertaking of King and directing the Receiver (as defined in paragraph 1 below) to execute an asset purchase agreement between 4049179 Canada Inc., as purchaser (the "**Purchaser**"), and the Receiver, as vendor, in substantially the same form as that attached as Exhibit "1" to the Affidavit of Bertrand Meis filed (the "**Asset Purchase Agreement**") and complete the transactions contemplated thereby was heard this day at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavit of Bertrand Meis sworn April 19, 2002 and the exhibits attached thereto, the Affidavit of Lawrence Smith sworn April 19, 2002 and the exhibits attached thereto, the affidavit of Rea Godbold sworn April 19, 2002 and the exhibits attached thereto, the consent of Grant Thornton to act as receiver

and upon hearing the submissions of counsel for King and Grant Thornton, no other parties attending.

Confirmation of Service

1. **THIS COURT ORDERS** that service of the Notice of Application and the Application Record herein is hereby abridged, if necessary, and that this Application is properly returnable today and that service, including the form, manner and time that such service was actually effected on all parties, is hereby validated, and where such service was not effected such service is hereby dispensed with.

Appointment and Powers

2. **THIS COURT ORDERS** that Grant Thornton be and it is hereby appointed receiver pursuant to section 101 of the CJA (hereinafter referred to in such capacity as the "Receiver"), without security, of any and all the property, assets and undertaking of King, wherever situate (the "Property"), including all of the proceeds realized from the Property (the "Proceeds").
3. **THIS COURT ORDERS** that the Receiver shall not go into possession of the Property except in accordance with paragraph 5(a).
4. **THIS COURT ORDERS** that King and its principals, officers, directors, employees, agents, servants, shareholders and all other persons having notice of this Order shall forthwith, upon request of the Receiver, give up possession of the Property, allow the Receiver immediate, continuous and unrestricted access to the Property and deliver to the Receiver all of the Property of every kind and wherever located whether in Canada, the United States of America, or elsewhere, including all books, documents, contracts, orders, corporate and accounting records and any other papers and records of any kind relating thereto

in their possession or control including, but not limited to accounting records, consultant and environmental studies and reports, drawings and blueprints, computer programs and data and the use of accounting, data processing and computer facilities relating thereto, and all such persons are hereby restrained and enjoined from dealing with the Property or interfering with the Receiver and the exercise of its powers and performance of its duties hereunder.

5. **THIS COURT ORDERS** that, without limiting the powers set out in paragraph 3, the Receiver is hereby authorized and empowered to do all or any of the following acts or things if in its opinion it is necessary or desirable:

- (a) to take possession of and control all or such portion of the Property as the Receiver in its discretion deems appropriate to the extent necessary to give effect to the transactions contemplated by the Asset Purchase Agreement;
- (b) to receive and collect all monies now or hereinafter owing or payable to King;
- (c) to settle, extend or compromise any indebtedness owing by or to King on such terms and in such manner as the Receiver deems appropriate;
- (d) to pay such debts of King as the Receiver deems necessary or advisable to protect the Property, provided that all such payments are to be allowed to the Receiver in passing its accounts and shall form a first charge on the Property in priority to the claims of all existing and future secured creditors, mortgagees, lien claimants, other encumbrancers and unsecured creditors;

- (e) to adopt and complete or to abandon any contracts or agreements of any nature, including leases, entered into by King which the Receiver, in its absolute discretion, shall consider advisable;
- (f) to initiate and prosecute all suits, proceedings and actions at law, whether in the name of King, or otherwise, as the Receiver deems necessary or desirable for the purposes of maintaining, protecting, preserving or securing the Property or exercising the powers granted hereunder and likewise to defend all suits, proceedings and actions, the prosecution or defence of which the Receiver deems necessary or desirable for the purposes of maintaining, protecting, preserving or securing the Property or exercising the powers granted hereunder, and the authority hereby conveyed shall extend to the right to compromise and settle any proceedings and to such appeals as the Receiver shall deem proper and advisable in respect of any order or judgment pronounced in any such suit, proceeding or action;
- (g) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable, in the name of King;
- (h) to execute all necessary documents of whatsoever nature in the name of and on behalf of King;
- (i) to enter into any agreements or incur any obligations necessary or reasonably incidental to the exercise of the aforesaid powers;
- (j) to retain counsel to advise it in connection with any matters associated with its appointment and its obligations and liabilities hereunder;

- (k) to apply for any vesting order or orders which may be necessary or desirable, in the opinion of the Receiver, in order to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property and to settle any liens or encumbrances affecting the Property; and
 - (l) to take such other steps as the Receiver deems necessary or desirable to maintain, protect, preserve or secure the Property.
6. **THIS COURT ORDERS** that the Receiver shall maintain control over all receipts and disbursements arising out of or from the Property, including, without limiting the generality of the foregoing, taking such steps as are necessary or desirable to control access to and use of all bank accounts of King, authorize all cheques or other instruments drawn on such accounts, and permit payment of only those expenses which in the opinion of the Receiver are necessary for the continued operation of the business of King.

Approval of Asset Purchase Agreement

7. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and empowered to sell, transfer, assign and otherwise convey all of the right, title and interest of King in and to the Purchased Assets, as defined in the Asset Purchase Agreement (the "**Purchased Assets**"), on the terms set out therein.
8. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized and directed to execute and to deliver the Asset Purchase Agreement to the Purchaser.
9. **THIS COURT ORDERS** that the Asset Purchase Agreement, including all Schedules appended thereto, and the transactions contemplated therein (the "**Transactions**") be and the same are hereby approved and the Receiver is

hereby authorized, empowered and directed to implement and complete the Transactions in accordance with the terms and conditions of the Asset Purchase Agreement, all without giving notice under any personal property security legislation in effect in any jurisdiction in which any of the Purchased Assets are situate, including, without limiting the generality of the foregoing, the *Personal Property Security Act*, R.S.O. 1990, c. P. 10, as amended.

10. **THIS COURT ORDERS** that in completing the Transactions subject to the terms and conditions of the Asset Purchase Agreement, the Receiver be and it is hereby authorized and directed:
 - (a) to execute and deliver such additional, related and ancillary documents and assurances governing or giving effect to the Transactions as the Receiver, in its discretion, may deem to be reasonably necessary or advisable to conclude the Transactions and all such documents are hereby ratified, approved and confirmed; and
 - (b) to take such steps as are in the opinion of the Receiver necessary or incidental to the performance of its obligations pursuant to the Asset Purchase Agreement.
11. **THIS COURT ORDERS** that the Transactions are in compliance with all applicable bulk sales legislation in any jurisdiction in which the Purchased Assets are situate, and the sale of the Purchased Assets by the Receiver to the Purchaser is in all respects a judicial sale for the purposes of such bulk sales legislation, including without limiting the generality of the foregoing, a sale by a receiver within the meaning of Section 2 of the *Bulk Sales Act*, R.S.O. 1990, c. B.14, as amended.
12. **THIS COURT ORDERS AND DECLARES** that the terms of the Asset Purchase Agreement, including the Purchase Price (as defined in the Asset Purchase

Agreement), are fair and commercially reasonable, having been arrived at in a commercially reasonable manner; and that notwithstanding:

- (a) the pendency of these proceedings; and
- (b) the provisions of any federal or provincial statute,

the Asset Purchase Agreement and the Transactions shall be binding upon any trustee in bankruptcy that may be appointed in respect of King and shall not be void or voidable by creditors and claimants of King, nor shall they constitute nor be deemed to be settlements, fraudulent preferences, assignments, fraudulent conveyances or other reviewable transactions under the *Bankruptcy & Insolvency Act* or any other applicable federal or provincial legislation, nor do they constitute conduct meriting an oppression remedy.

13. **THIS COURT ORDERS** that upon the appointment of Grant Thornton or any other entity or person as trustee in bankruptcy of King, such trustee shall be bound by the terms of this Order and the vesting order or orders made on the date hereof.
14. **THIS COURT ORDERS** that the Receiver be and it is hereby authorized to seek such further advice and direction or other orders from this Court as it may deem necessary to complete the Transactions.
15. **THIS COURT ORDERS** that a vesting order shall be issued by this Court on the date hereof and such order shall become effective upon the delivery to the Purchaser of an Receiver's Certificate confirming that the sale of the Purchased Assets has been completed to the satisfaction of the Receiver (a copy of which Receiver's Certificate shall be filed with this court within five days of such delivery), and upon the delivery to the Purchaser of such Receiver's Certificate, the Purchased Assets shall vest in the Purchaser free and clear of claims of the

creditors of King, and any and all claims of or by the creditors of King in or to the Purchased Assets shall vest in place and instead thereof in and to the proceeds of sale of such Purchased Assets, subject to the prior payment in full of those charges created by the Order herein, dated April ■, 2002, appointing the Receiver in these proceedings for the fees and disbursements of Grant Thornton, all in the priority ascribed to them in these proceedings.

Stay of Proceedings

16. **THIS COURT ORDERS** that all persons having notice of this Order be and they are hereby enjoined from disturbing or interfering with utility services, including, but not limited to, the furnishing of gas, heat, electricity, water, telephone or any other utility furnished up to the date hereof to King and that they be enjoined from cutting off, discontinuing, or altering any such utilities or services to the Receiver, except upon further order of this Court made pursuant to paragraph 17, 18, 19 or 30 hereof provided that payment is made in accordance with the payment terms of the existing contracts and arrangements for such utilities supplied from the date of this Order.

17. **THIS COURT ORDERS** that no one claiming an interest in any of the Property of King, hereby brought under the control of the Receiver shall be at liberty to exercise any rights or remedies with respect to such interest, including, without limitation, any right to possession of such Property as a result of this Order or the insolvency or bankruptcy of King, including without limiting the generality of the foregoing:
 - (a) the exercise of any right to distraint or terminate;

 - (b) the exercise of any right of possession or repossession; and

- (c) the exercise or continuation of any construction, repair, storage or other lien relating to the Property or its proceeds (without the written consent of the Receiver);

without an order of this Court first being obtained.

- 18. **THIS COURT ORDERS** that no person may institute or continue any action or proceedings (whether by court process or otherwise) or exercise any private remedy for the enforcement of any claim against the Receiver, King or the Purchased Assets without first obtaining the written consent of the Receiver or leave of this Court, upon further order securing, as security for costs, the solicitor and his own client costs of the Receiver in connection with any such action or proceeding.
- 19. **THIS COURT ORDERS** that all persons having notice of this Order be and they are hereby restrained from in any way dealing with the Property or entering upon any premises upon which the Property may be located except with the prior written consent of the Receiver or upon further order of this Court.
- 20. **THIS COURT ORDERS** that, without limiting the generality of paragraphs 16 to 19 hereof, all persons, firms, corporations and other entities having agreements with King, whether written or oral, including, without limitation, leases, contracts for the supply of goods and services, agreements, licences, permits, approvals and insurance, are hereby restrained from accelerating, terminating, suspending, modifying, failing to renew or cancelling such agreements or causing, inducing or attempting to cause or induce such acceleration, termination, suspension, modification, failure to renew or cancellation of such agreements or exercising any right of set-off without the prior written consent of the Receiver or leave of the Court pursuant to paragraphs 17, 18, 19 or 30 hereof, provided that payment is made for the goods or services supplied from the date of this Order in accordance with the payment terms of the existing contracts and arrangements

as otherwise agreed and further provided that the foregoing shall not restrict the ability of the Receiver to continue or abandon any agreement entered by King.

Liability of the Receiver

21. **THIS COURT ORDERS AND DECLARES** that nothing in this Order requires that the Receiver be the successor employer of the employees of King and that the Receiver shall not be liable to any of the employees for any obligation of King with respect to (i) wages, as defined in the *Employment Standards Act*, R.S.O. 1990, c. E. 14, the *Pension Benefits Act*, R.S.O. 1990, c. P. 8, the *Labour Relations Act*, R.S.O. 1990, c. L. 2, the Labour Code, Canada, R.S.C. 1985, c. L-2, the *Pension Benefit Standards Act*, R.S.C. 1990, c. P. 8 or any other similar federal or provincial statute, in Canada or the United States of America, and/or (ii) severance pay, termination pay or vacation pay, except for such amounts as the Receiver specifically agrees to pay and/or (iii) any other claim or entitlement arising under a contract of employment including a collective agreement and further orders and declares that the appointment of the Receiver will not constitute the sale of the business of King for the purposes of the aforesaid statutes or otherwise and such business will continue to be the business of King unless and until they are sold in whole or in part to a purchaser other than the Receiver.

22. **THIS COURT ORDERS** that the Receiver shall be entitled to be indemnified out of the Proceeds from and against all liabilities arising from the due and proper performance of its duties as Receiver and any liability which the Receiver may incur shall be limited to the aggregate of the net realized value of the Property and the Receiver shall have no personal or corporate liability as a result of its appointment or as a result of the performance of its duties hereunder, save and except for liability arising as a result of the gross negligence or willful misconduct of the Receiver. The "net realized value" of the Property shall be the proceeds realized by the Receiver from the disposition of the Property, or part thereof, after

deducting the remuneration and disbursements (including legal fees) of the Receiver and after repayment of any monies borrowed by the Receiver pursuant to this Order have been repaid.

23. **THIS COURT ORDERS** that nothing in this Order shall vest in the Receiver the ownership or possession of, or require the Receiver to enter into possession of any of the Property.
24. **THIS COURT ORDERS** that, notwithstanding any provision to the contrary contained herein, nothing in this Order shall vest in the Receiver the ownership, control, possession, occupancy or management of nor require the Receiver to take possession, occupancy, control or management of any of the Property which may be a source of a pollutant or contaminant, a waste disposal site, or which may cause or contribute or threaten to cause or contribute to a discharge, release or deposit of a substance contrary to any federal or provincial legislation or regulation thereunder for the protection of the environment or public health or safety and that the Receiver shall not be deemed to be a person responsible, the owner, the occupant or person having charge, management or control of any by premises owned or occupied by King, under any federal or provincial legislation, whether in the United States or Canada, provided that nothing herein shall relieve the Receiver from any liability arising out of the gross negligence or wilful misconduct on the part of the Receiver.

Accounting for Receipts and Disbursements

25. **THIS COURT ORDERS** that any expenditure which shall be properly made or incurred by the Receiver shall be allowed to it in passing its accounts and, together with its remuneration (or a chartered accountant and its own client basis), out-of-pocket expenses as well as all legal costs (on a solicitor and his own client basis), consulting and other costs incurred in connection with its appointment as Receiver and the completion of the Transactions, shall form a

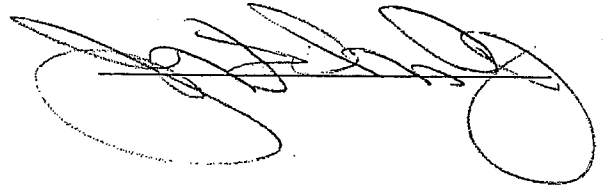
first charge on the Proceeds in priority to the claims of any and all existing and future secured creditors, mortgagees, lien claimants, other encumbrancers and unsecured creditors.

26. **THIS COURT ORDERS** that the Receiver shall, subject to paragraph 22, pay the balances in its hands as this Court may direct, subject to the passing of the accounts of the Receiver by the presiding Commercial List Judge.
27. **THIS COURT ORDERS** that, prior to the passing of accounts, the Receiver shall be at liberty on a weekly basis to apply reasonable amounts from the monies in its hands against its fees and disbursements, including legal fees and disbursements on a solicitor and his own client scale, and such amounts shall constitute advances against its remuneration and expenses upon the passing of the Receiver's accounts.

General

28. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and direction in the discharge of its powers and duties hereunder.
29. **THIS COURT ORDERS** that any interested persons shall be entitled to apply for any leave provided for hereunder or for variation of this Order or for such further or other order as may be advised upon seven (7) days notice to the Receiver and to the Applicant or such other notice as may be ordered by the Court.
30. **THIS COURT ORDERS** that the Receiver shall report to this Court, from time to time, as to its actions taken under this Order.
31. **THIS COURT ORDERS** that the appointment of Grant Thornton as Receiver under the terms of this Order shall not restrict or prejudice Grant Thornton from

being appointed trustee in bankruptcy of King or receiver-manager of any of the Property of King and the engagement of independent counsel by the Receiver shall not prejudice or restrict such counsel acting for Grant Thornton in any such capacities.



Business Law 902784

QUALIFIED
REGISTRATION NO:

APR 23 2002

PERFORMER: NB

Court File No: 02-CL-4496

IN THE MATTER OF the Receivership of the Assets of King Products Inc.

AND IN THE MATTER OF Section 101 of the *Courts of Justices Act*, R.S.O. 1990, c. C.43, as amended

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ORDER

GOWLING LAFLEUR HENDERSON LLP
Barristers & Solicitors
4900 – Commerce Court West
Toronto, Ontario M5L 1J3

Heath Whiteley
L.S.U.C. Registration No. 38528P
Tel: (416) 862-4400
Fax: (416) 863-7661

Solicitors for the Applicant,
King Products Inc.

TRADE-MARK ASSIGNMENT

The undersigned, Grant Thornton Limited, in its capacity as the Court-Appointed Receiver of King Products Inc., and not in its personal or corporate capacity, having its head office at Royal Bank Plaza, 19th Floor, South Tower, 200 Bay Street, Toronto, Ontario, M5H 2P9 (the "Assignor") in consideration for the sum of One Dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and assigns to 4049179 Canada Inc. whose complete address is c/o Aird & Berlis LLP, BCE Place, Suite 1800, 181 Bay Street, Box 754, Toronto, Ontario, M5J 2T9 (the "Assignee"), its successors and assigns, all of its right, title and interest world-wide in and to all the trade-marks and trade-mark registrations identified in Schedule "A" hereto, and the Certificates of Registration thereof, together with the entire goodwill attaching to the said trade-marks and the right to sue for past infringement, the same to be held and enjoyed by the Assignee, its successors and assigns as fully and entirely as by the Assignor if this assignment had not been made.


The Assignee hereby accepts the said assignment.

This Assignment may be executed in separate counterparts and all these counterparts shall for all purposes constitute one and the same assignment, notwithstanding that all parties are not signatories to the same counterpart.


EXECUTED at TORONTO, this 26th day of APRIL, 2002.

GRANT THORNTON LIMITED, in its capacity as the Receiver for KING PRODUCTS INC.

In the presence of:




Witness

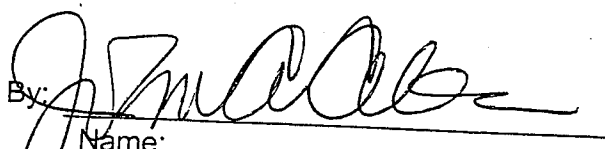
By: 
Name: REA GODBOLD
Title: VICE-PRESIDENT

4049179 CANADA INC.

In the presence of:



Witness

By: 
Name:
Title:

SCHEDULE "A"

SCHEDULE OF TRADE-MARKS

Title	Country	Application No.	Issue Number
MPHONE	United States	75/391121	2437807
MPHONE	Canada	858285	514214
SIDELIGHT	Canada	744842	443324
SIDELIGHT	United States	74/512453	1977615
MIKO	Canada	764641	460270
MIKO	United States	74/592035	2131564
TOUCHBACK	Canada	764641	446084
TOUCHBACK	United States	74/591362	1979269
PLYNTH	Canada	769463	456295
PLYNTH	United States	74/622095	2016873
KING LINK	Canada	725355	435705
KING LINK	United States	74/382242	1939099
KINGNET	Canada	1048700	
KINGNET	United States	76/003522	
WELCOMENET	Canada	1052337	
WELCOMENET	United States	76/012579	
JPHONE	Canada	858284	
JPHONE	United States	75/391122	
ESHOPPING SPREE	United States	76/190279	
TOUCHWEB	United States	76329,651	
TOUCHWEB	Canada	1116717	

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