

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Distribution Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Micro Thermo Inc. | | 12/31/2001 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | UTC Canada Corporation | | |
| Street Address: | 44 Chipman Hill | | |
| City: | Saint-John, New Brunswick | | |
| State/Country: | CANADA | | |
| Postal Code: | E2L 4S6 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2315381 | MICRO THERMO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (315)425-9000 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 315-425-9000 | | |
| Email: | dbigelow@wallmarjama.com, holmes@wallmarjama.com | | |
| Correspondent Name: | Dana F. Bigelow | | |
| Address Line 1: | 101 South Salina Street | | |
| Address Line 2: | 4th Floor | | |
| Address Line 4: | Syracuse, NEW YORK 13202 | | |
| ATTORNEY DOCKET NUMBER: | 1361T001 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Dana F. Bigelow | | |
| Address Line 1: | 101 South Salina Street | | |
| Address Line 2: | 4th Floor | | |

CH \$40.00 2315381

Address Line 4: Syracuse, NEW YORK 13202

NAME OF SUBMITTER:

Dana F. Bigelow

Signature:

/Dana F. Bigelow/

Date:

12/15/2005

Total Attachments: 6

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NEW BRUNSWICK / CERTIFICATE OF BUSINESS NAME OR CERTIFICATE OF RENEWAL OF BUSINESS NAME
 THE PARTNERSHIPS AND BUSINESS NAMES REGISTRATION ACT (SECTION 9 AND 9.1)
 NOUVEAU-BRUNSWICK / CERTIFICAT D'APPELLATION COMMERCIALE OU CERTIFICAT DE RENOUVELLEMENT D'APPELLATION COMMERCIALE
 LOI SUR L'ENREGISTREMENT DES SOCIÉTÉS EN NOM COLLECTIF ET DES APPELLATIONS COMMERCIALES (ARTICLE 9 ET 9.1)

602566

1. Name or style to be registered / Appellation commerciale à enregistrer
MICRO THERMO TECHNOLOGIES

2. Business activity or service to be carried on, in or identified by the registered name
 Nature de l'activité ou des services dont s'occupe la firme pouvant être évoquée ou identifiée par l'appellation commerciale enregistrée

Manufacturing and distribution.

3. Mailing address of corporation or business registering business name, giving street and number or R.R. number, and municipality.
 Adresse postale de la corporation ou de l'entreprise enregistrant l'appellation commerciale, donnant le numéro et la rue ou le numéro de la route rurale, et la municipalité.

One Brunswick Square, Suite 1500, P.O. Box 1324, Saint John, N.B.

Postal Code/Code postal
E2L 4H8

4. Date of establishing business under the name and style / Date de constitution de l'entreprise sous l'appellation commerciale

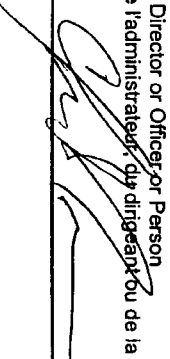
| | | | | |
|-----------------------|-------------------------|---------------------------|--|---------------------|
| Day/Jour 01 | Month/Mois 01 | Year/Année 2002 | Check if Renewal Cocher s'il s'agit d'un renouvellement <input type="checkbox"/> | Telephone/téléphone |
|-----------------------|-------------------------|---------------------------|--|---------------------|

5. Name of the corporation or person registering name / Nom de la corporation ou de la personne enregistrant l'appellation commerciale
UTC Canada Corporation

513598

6. Address where business is located / Adresse de l'entreprise
One Brunswick Square, Suite 1500, P.O. Box 1324, Saint John, N.B.

7. Signature of Director or Officer or Person
 Signature de l'administrateur, du dirigeant ou de la personne



8. Name and title of the Signing Official
 Nom et titre du signataire
Christopher J. Brogan, Director

FORM / FORMULES

45-3502 (9/01)

Departmental Use Only
 Réservé à l'usage du ministère

Registration Date
 Date d'enregistrement

AUG 12 2002

Expiry Date
 Date d'expiration

AUG 11 2002

This registration expires in five years, but may be renewed. Renewals your responsibility. The registration expiry date will be shown in your Confirmation of Registration.

Le délai d'expiration du présent enregistrement est de cinq ans, renouvelable. Toutefois, la responsabilité du renouvellement vous incombe. La date d'expiration de l'enregistrement sera indiquée dans votre Confirmation d'enregistrement.

INSTRUCTIONS AND DEFICIENCY NOTICE ON REVERSE SIDE. INSTRUCTIONS ET AVIS DE DEF AUT AU VERSO.

UTC CANADA CORPORATION

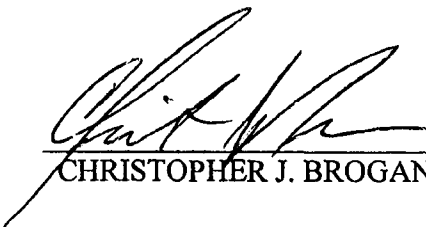
RESOLUTIONS consented to by all of the directors of UTC CANADA CORPORATION (the "Company"), as of the 15th day of November, 2001.

DISTRIBUTION AGREEMENT


BE IT RESOLVED:

THAT the Company is hereby authorized to sign and enter into a Distribution Agreement (hereinafter referred to as the "Agreement") with Micro Thermo Inc. ("Micro"), whereby Micro will distribute its assets to the Company effective as of 11:59:59 p.m. on December 31, 2001, and Micro will subsequently make an application to the Inspecteur général des institutions financières of the Province of Quebec for an order accepting its dissolution, the whole under the terms and subject to the conditions outlined in the draft Agreement annexed hereto, which draft Agreement is hereby approved; and

That any director or/and any officer of the Company is hereby authorized to execute the said Agreement on behalf of the Company with such changes thereto as he may approve, such approval to be conclusively evidenced by his signature thereto and is further authorized to do any and all things necessary or incidental for the due carrying out of the foregoing.


CHRISTOPHER J. BROGAN


ROBERT E. GALLI


ANGELO J. MESSINA

DISTRIBUTION AGREEMENT EFFECTIVE AS OF DECEMBER 31, 2001.

BY AND BETWEEN:

MICRO THERMO INC., a body politic and corporate, duly incorporated under the laws of Quebec, with its registered office at 1685 FleetWood, 5th Floor, Laval, Quebec, H7N 4B2;

(hereinafter referred to as the "Company"),

PARTY OF THE FIRST PART

AND:

UTC CANADA CORPORATION, a body politic and corporate, duly incorporated under the laws of New Brunswick, with its registered office at 44 Chipman Hill, Saint-John, New Brunswick, E2L 4S6;

(hereinafter referred to as the "Shareholder"),

PARTY OF THE SECOND PART

WHEREAS the Company intend to terminate its existence by applying for a Certificate of dissolution pursuant to section 28 of the *Companies Act* (Québec);

WHEREAS by resolution of the directors consented to as of November 15, 2001 sanctioned by special resolution of the sole shareholder of the Company on the same date, it was resolved that the Company be voluntarily dissolved;

WHEREAS the parties have the intention to proceed with the dissolution of the Company in accordance with section 88(1) of the *Income Tax Act* (Canada); and

WHEREAS the Shareholder owns all the issued and outstanding shares of the Company and on a distribution of the assets of the Company upon its dissolution, would be entitled to receive all such assets;

WHEREAS the Shareholder has agreed to assume and discharge all liabilities, if any, of the Company and to assume all expenses in connection with the dissolution of the Company;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

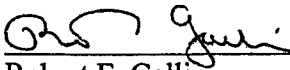
1. That the preamble shall form an integral part hereof.
2. That the Company, as an incidence of such dissolution, hereby transfers, conveys and assigns, as of 11:59 p.m. December 31, 2001 (the "Effective Date"), unto the Shareholder, all of its property and assets of every nature and kind whatsoever, whether or not presently in the possession of the Company, including, but without limiting the generality of the foregoing:
 - a) all assets, rights, including rights of action, and all other property of the Company, moveable or immoveable, real or personal, tangible or incorporeal, present or future, of every kind and wheresoever situated, including all of the Company's rights to leases, franchises and similar rights;
 - b) all chooses in action, including all the book and other debts due or accruing, due to the Company and the full benefit of all securities for such debts and including claims of refunds of income taxes and other amounts, if any, and including all legal actions and proceedings;
 - c) all cash on hand and in any bank account, bonds, debentures and all shares and other securities owned by the Company;
 - d) the full benefit of any contract and engagements to which the Company may be entitled.
3. That the Shareholder shall have and hold unto and to its use the said transferred property and assets and all rights, title and interest of the Company therein and thereto.
4. That this agreement is intended to and shall operate as a transfer and assignment to the Shareholder of the said transferred property and assets as of the Effective Date and the Company covenants with the Shareholder that it will sign, from time to time and at all times hereafter at the request of and at the cost of the Shareholder, all such documents and to do all such other acts and things as counsel for the Shareholder may consider necessary or desirable to more fully vest the said transferred property and assets in the Shareholder.

5. If any rights, benefits or remedies (the "Rights") under any contracts or agreements are not assignable by the Company to the Shareholder without the consent of the other party thereto (the "Third Party") and such consent is not obtained, then:
 - a) the Shareholder will hold the Rights in trust for the Company;
 - b) the Company will, at the request and expense and under the direction of the Shareholder, in the name of the Company or otherwise as the Shareholder shall specify, take all such actions and do all such things as shall, in the opinion of the Shareholder, be necessary or desirable in order that the obligations of the Company under such contracts and agreements may be performed in a manner such that the value of the Rights shall be preserved and shall enure to the benefit of the Shareholder and such that all moneys receivable under the contracts and agreements may be received by the Shareholder;
 - c) the Company will promptly pay over to the Shareholder all such moneys collected by the Company in respect of such contracts and agreements; and
 - d) to the extent permitted by the Third Party and provided, in the Shareholder's opinion, it would not be prejudicial to the Shareholder's rights to do so, the Shareholder will perform the obligations under such contracts and agreements on behalf of the Company.
6. That the Company hereby irrevocably appoints the Shareholder, its successors and assigns, its true and lawful attorneys to do, sign and execute all acts, deeds and assurances necessary or desirable for the purpose of vesting in the Shareholder, its respective successors and assigns, the property and assets hereby transferred.
7. That in order to facilitate the dissolution of the Company and to enure that the Company's liabilities are discharged, the Shareholder hereby assumes, and hereby covenants and agrees with the Company to discharge all liabilities, if any, now owing by the Company, provided, however, that such assumption of liabilities by the Shareholder shall be limited to the extent of the amount actually received by the Shareholder from the Company as a distribution of property upon its dissolution, and the Shareholder further covenants and agrees to pay all expenses in connection with the dissolution of the Company, whether the same be filing a petition for dissolution or otherwise.
8. That the rights of the parties hereto and the provisions of this agreement shall be governed by and construed in accordance with the laws of the Province of Quebec.
9. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, administrators, representatives and assigns.

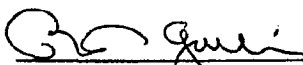
10. That the parties hereto have requested that these presents be drawn up in English only. Les parties aux présentes ont demandé à ce que cette entente soit rédigée en anglais seulement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

MICRO THERMO INC.

Per: 
Robert E. Galli

UTC CANADA CORPORATION

Per: 
Robert E. Galli