

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORTHOsoft Inc.		05/16/2006	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ORTHOsoft Holdings Inc.		
Street Address:	75 Queen, Suite 3300		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3N 2N6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2380224	NAVITRACK	
CORRESPONDENCE DATA			
Fax Number:	(415)576-0300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.576.0200		
Email:	sbanderson@townsend.com		
Correspondent Name:	Townsend and Townsend and Crew LLP		
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Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	15258T-027400US		
DOMESTIC REPRESENTATIVE			
Name:	J. Georg Seka		
Address Line 1:	Two Embarcadero Center, Eighth Floor		
Address Line 2:	Townsend and Townsend and Crew LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		

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NAME OF SUBMITTER:	Sherbonne' Barnes-Anderson
Signature:	//Sherbonne' Barnes-Anderson//
Date:	05/17/2006
Total Attachments: 6 source=Orthosoft Inc. Assignment#page1.tif source=Orthosoft Inc. Assignment#page2.tif source=Orthosoft Inc. Assignment#page3.tif source=Orthosoft Inc. Assignment#page4.tif source=Orthosoft Inc. Assignment#page5.tif source=Orthosoft Inc. Assignment#page6.tif	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re registration of:

ORTHOsoft Holdings Inc.

Registration No. 2,380,224

Registered: August 29, 2000

For: NAVITRACK

RECORDATION OF ASSIGNMENT

San Francisco, CA 94111

May 16, 2006

Commissioner of Patents and Trademarks
Mail Stop Assignments
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Attached hereto is a "Dissolution Agreement" dated April 30, 2005 by which the previous owner of the above-referenced trademark registration 2,380,224, ORTHOsoft Inc., assigned all of its assets, which includes said registration, to ORTHOsoft Holdings Inc., of 75 Queen, Suite 3300, Montreal (QC) H3N 2N6, Canada, as is set forth in paragraph 1.01 of the attached Dissolution Agreement.

It is requested that this Assignment of Registration No. 2,380,224 be recorded.

ORTHOsoft Holdings Inc.

Dated: May 16, 2006

By: J. Georg Seka

Name: J. Georg Seka

Title: Attorney of Registrant

Two Embarcadero Center, 8th Floor
San Francisco, CA 94111-3834
Telephone: (415) 576-0200
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DISSOLUTION AGREEMENT

BETWEEN

ORTHOsoft Holdings Inc.

AND

ORTHOsoft Inc.

MADE AS OF

April 30, 2005

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DISSOLUTION AGREEMENT

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DISSOLUTION AGREEMENT

THIS AGREEMENT is made as of April 30, 2005

BETWEEN

ORTHOsoft Inc., a corporation incorporated under the laws of
Canada
(the "Transferor"),

- and -

ORTHOsoft Holdings Inc., a corporation incorporated under the
laws of Canada
(the "Transferee"),

WHEREAS by resolution of the sole shareholder of the Transferor dated as of April 30, 2005 the dissolution of the Transferor was authorized pursuant to section 210 of the *Canada Business Corporation Act* (the "Act") and in conjunction therewith the Transferor was authorized to discharge its liabilities (collectively, the "liabilities") and then to distribute its property to the shareholder of the Transferor;

AND WHEREAS the Transferee is the registered and beneficial owner of all of the issued and outstanding shares of the Transferor;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1 - ASSIGNMENT AND ASSUMPTION

1.01 Assignment

The Transferor hereby conveys, transfers and assigns to the Transferee all of the right, title and interest of the Transferor in and to all its property, both real and personal and both movable and immovable, wherever situate.

1.02 Assumption

The Transferee hereby assumes all of the liabilities of the Transferor and will indemnify the Transferor and save it harmless against and from such liabilities.

ARTICLE 2 - POWER OF ATTORNEY

2.01 Power of Attorney

The Transferor hereby irrevocably constitutes and appoints the Transferee the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the Transferor with full power of substitution to do and execute all acts, deeds, matters and things as

may be reasonably required to carry out this Agreement including, without limitation, as may be required in connection with the alienation of real or immoveable property.

2.02 Irrevocable

The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor and, being coupled with an interest, it will not be revoked by a certificate of dissolution being issued pursuant to the provisions of the Act.

ARTICLE 3 - GENERAL

3.01 Further Assurances

Each of the Transferor and the Transferee will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

3.02 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding upon the respective heirs, executors, administrators, other legal representatives, successors and assigns of the parties hereto.

3.03 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

3.04 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

ORTHOsoft Inc.

Per: 

ORTHOsoft Holdings Inc.

Per:  _____