

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Polycorp Inc. | | 12/18/2001 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | 2006791 Ontario Inc. | | |
| Street Address: | 33 York Street | | |
| City: | Elora, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | N0B 1S0 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 73548693 | EPFLEX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (402)952-6870 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (402) 341-3070 | | |
| Email: | tdeutmeyer@mcgrathnorth.com | | |
| Correspondent Name: | Tracy L. Deutmeyer | | |
| Address Line 1: | 1601 Dodge Street | | |
| Address Line 2: | Suite 3700, First National Tower | | |
| Address Line 4: | Omaha, NEBRASKA 68102 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |
| Address Line 2: | | | |
| Address Line 3: | | | |
| Address Line 4: | | | |

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|---|----------------------|
| NAME OF SUBMITTER: | Tracy L. Deutmeyer |
| Signature: | /Tracy L. Deutmeyer/ |
| Date: | 01/23/2007 |
| Total Attachments: 5 source=conveyance and assumption polycorp to 2006791 ontario inc DOC012207 (2)#page1.tif source=conveyance and assumption polycorp to 2006791 ontario inc DOC012207 (2)#page2.tif source=conveyance and assumption polycorp to 2006791 ontario inc DOC012207 (2)#page3.tif source=conveyance and assumption polycorp to 2006791 ontario inc DOC012207 (2)#page4.tif source=conveyance and assumption polycorp to 2006791 ontario inc DOC012207 (2)#page5.tif | |

GENERAL CONVEYANCE AND ASSUMPTION OF LIABILITIES

THIS INDENTURE is made as of the 18th day of December, 2001.

BETWEEN:

POLYCORP INC., a corporation incorporated under the laws of the Province of Ontario (the "Vendor")

OF THE FIRST PART

- and -

2006791ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario (the "Purchaser")

OF THE SECOND PART

WHEREAS the Vendor agreed to sell and the Purchaser agreed to purchase substantially all of the undertaking and assets of the Vendor relating to its current business (the "Purchased Business") and to assume substantially all of the liabilities of the Vendor pursuant to an agreement between the Vendor and the Purchaser dated November 12, 2001 (the "Agreement");

NOW THEREFORE THIS INDENTURE WITNESSES THAT:

1. **Defined Terms** - Unless otherwise specified, all capitalized terms in this indenture shall bear the meanings assigned to them in the Agreement.
2. **Conveyance of Assets** - In consideration for the sum of [REDACTED] and other good and valuable consideration now paid by the Purchaser to the Vendor pursuant to the Agreement, the receipt and sufficiency of which is hereby acknowledged, the Vendor hereby grants, bargains, sells, assigns, transfers, conveys and sets over unto the Purchaser, its successors and assigns as a going concern as at and from the date hereof the undertaking and all of the property and assets of every kind and description and wheresoever situate, of the Purchased Business as a going concern, other than the Excluded Assets as defined below (collectively, the "Purchased Assets"), including:
 - (a) **Cash.** All cash or cash equivalent of the Vendor on the Closing Date except for [REDACTED]
 - (b) **Leased Properties.** The Leased Properties;
 - (c) **Machine, Equipment and Supplies.** All machinery, equipment, computers and computer related hardware, jigs, dies, tools, handling equipment, furniture, furnishings and accessories, spare parts and supplies of all kinds including office supplies, owned by the Vendor and used in connection with the Purchased Business, including those listed and described in Schedule 2.1(c) of the Agreement;
 - (d) **Vehicles.** All truck, cars and other vehicles owned by the Vendor and used in connection with the Purchased Business, including those listed and described in Schedule 2.1(d) of the Agreement;
 - (e) **Inventories.** All inventories of the Purchased Business (the "Inventories"), including (i) finished

goods, work in process, raw materials and new and unused production, packing and shipping supplies, and (ii) all other materials and supplies on hand to be used or consumed or which might be used or consumed in connection with the manufacture, packing or shipping or finished goods of the Purchased Business;

- (f) **Accounts Receivables.** All accounts receivable, notes receivable and other debts due or accruing due to the Vendor in connection with the Purchased Business (the "Accounts Receivable") and the full benefit of all security for the Accounts Receivable;
- (g) **Prepaid Expenses.** All prepaid expenses of the Purchased Business except for any pre-paid expense relating to the Vendor's directors and officers insurance policy;
- (h) **Contracts.** Except for any option agreement entered into by the Vendor pursuant to its Stock Option Plan, the full benefit of all contracts, including leases of personal and real property, licences, undertakings, engagements or commitments of any nature, written or oral, by which the Vendor is bound or to which the Vendor is entitled in connection with the Purchased Business (the "Contracts"), including without limitation:
 - (i) unfilled purchase orders received by the Vendor;
 - (ii) forward commitments by the Vendor for supplies or materials entered into in the Ordinary Course;
 - (iii) all restrictive agreements and negative covenant agreements which the Vendor may have with its employees, past or present; and
 - (iv) the Material Contracts;
- (i) **Leased Properties.** The leasehold interest and all leasehold improvements of the Vendor in and to the Leased Properties and all right, title and interest of the Vendor in and benefits of the Vendor to and under the Lease;
- (j) **Authorizations.** All Authorizations, owned, held or used by the Vendor in connection with the Purchased Business to the extent that they are transferable;
- (k) **Intellectual Property.** The Intellectual Property;
- (l) **Books and Records.** The Books and Records;
- (m) **Claims.** As of the Effective Time, all claims of the Vendor relating to the Purchased Business or the Purchased Assets, whether choate or inchoate, known or unknown, contingent or otherwise. For greater certainty, all claims of the Vendor relating to the Purchased Business or the Purchased Assets arising prior to the Effective Time would remain the property of the Vendor unless the rights of action are necessary to permit the Purchaser to realize the benefits of the Purchased Assets or relate to obligations or liabilities of, or assume and by, the Purchaser; and
- (n) **Goodwill.** The goodwill of the Purchased Business, including the exclusive right to the Purchaser to (i) represent itself as carrying on the Purchased Business in continuation of and in succession to the Vendor, and (ii) use any words indicating that the Purchased Business is so

carried on, including all of the Vendor's right, title and interest in and to the name "Polycorp ", or any variation of it, together with the rights, if any, to telephone and facsimile numbers and internet domain names used in connection with the Purchased Business.

TO HOLD the Purchased Assets hereby sold, assigned, conveyed and transferred, and all right, title and interest of the Vendor thereto and therein unto and to the use of the Purchaser, its successors and assigns forever.

PROVIDED THAT nothing in this Agreement shall be construed as an attempt to assign any Contract or Lease which is not assignable in whole or in part without the Consent of the other party or parties thereto, unless such consent has been given (the benefits under the non-assigned Contracts and Lease being referred to herein as the "Contractual Rights"). The Vendor shall use its best efforts to obtain said consents, and whether or not the consents are obtained, shall take all actions to preserve the benefit of the Contracts, Lease and the Contractual Rights for the Purchaser.

THIS GENERAL CONVEYANCE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. In the event of any conflict or inconsistency between the provisions of this document and the provisions of the Agreement, the provisions of the Agreement shall prevail.

AND the Purchased Assets shall not include any of the following assets (collectively, the "Excluded Assets"):

- (a) An aggregate amount of [REDACTED] in cash or cash equivalents;
- (b) the minute books and corporate records of the Vendor; and
- (c) employment contracts between the Vendor and Peter Snucins and Robert Lipic.

AND the Vendor hereby covenants, represents and warrants to the Purchaser that the Vendor is now rightfully and absolutely possessed of and entitled to the Purchased Assets and has all right, title and authority to assign the same unto the Purchaser, its successors and assigns, according to the true intent and meaning of these presents and that the Purchaser shall immediately upon the execution and delivery of these presents have possession of and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the Purchased Assets and every part thereof to and for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by the Vendor or any person whomsoever and with good and marketable title thereto, free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens charges and encumbrances of any nature or kind whatsoever.

AND the Vendor covenants and agrees with the Purchaser, its successors and assigns, that it will from time to time and at all times thereafter, upon every reasonable request of the Purchaser, its successors or assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Purchaser, its successors or assigns, for more effectually and completely vesting the Purchased Assets in the Purchaser, its successors or assigns, in accordance with the terms hereof, or for the purpose of registration or otherwise.

AND the Vendor hereby declares that, as to any property and assets or interest in any property or assets of the Vendor intended to be transferred, assigned, conveyed, bargained, sold and set over to the

Purchaser, its successors and assigns, and the title to which may not have passed to the Purchaser, its successors and assigns, by virtue of this indenture or any transfers or conveyances which may from time to time be executed and delivered in accordance with the terms hereof, the Vendor holds the same in trust for the Purchaser, its successors or assigns, to convey, assign and transfer the same as the Purchaser may from time to time direct.

3. **Assumption of Liabilities** – In consideration of the foregoing conveyance of the Purchased Assets from the Vendor to the Purchaser, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Purchaser hereby assumes and becomes liable for, and shall pay, satisfy, assume, discharge, observe, perform, fulfil, and indemnify the Vendor against, all obligations and liabilities of the Vendor relating to the Purchased Business and the Purchased Assets whether such obligations or liabilities arose prior to or following the Effective Time (collectively, the “Assumed Liabilities”), including:

- (a) the Assumed Payables;
- (b) any environmental liabilities for periods prior to the Closing Date;
- (c) obligations or liabilities under the Contracts and the Lease existing on the Closing Date; and
- (d) any other obligations expressly assumed under the Agreement.

AND in connection with the foregoing the Purchaser covenants to: (i) indemnify and save the Vendor harmless from all and any costs, damages or expenses that may be paid or incurred by the Vendor following any suit or action taken by any other party because of the failure of the Purchaser to discharge and perform all or any of the obligations, covenants, agreements and obligations forming part of the Assumed Liabilities; and (ii) if any suit or action is commenced against the Vendor in connection with any of the Assumed Liabilities or in respect of any covenant, condition, agreement or obligation assumed hereby, the Purchaser shall assume the conduct of the Vendor’s case and will provide to the Vendor such further indemnification from all costs, damages or expenses as the Vendor may reasonably require.

AND the Purchaser will, from time to time, and at all times hereafter upon the reasonable request of the Vendor, its successors and assigns, or its solicitors and at the cost of the Purchaser, do and execute or cause to procure to be made, done and executed all such further acts, deeds and assurances for more effectually and completely assuming and becoming liable for the liabilities assumed in accordance with this indenture.

IN WITNESS WHEREOF this indenture has been executed by the Vendor and the Purchaser.

POLYCORE INC.

Per: 
Authorized Signing Officer

I have authority to bind the corporation.

2006791 ONTARIO INC.

Per: _____

Authorized Signing Officer

I have authority to bind the corporation.

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