# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Future Electronics, Inc.		09/04/2008	CORPORATION: QUEBEC

#### **RECEIVING PARTY DATA**

Name:	Active Tech Electronics Inc.	
Street Address:	3633 Boulevard Des Sources	
City:	Dollard-Des-Ormeaux	
State/Country:	CANADA	
Postal Code:	H9B 2K4	
Entity Type:	CORPORATION: CANADA	

#### PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	73703361	ACTIVE ELECTRONICS	
Serial Number:	75273005	ACTIVE	
Serial Number:	75285410	ACTIVE	

### **CORRESPONDENCE DATA**

Fax Number: (617)443-0004

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-443-9292

Email: trademarks@bromsun.com

Correspondent Name: Steven A. Abreu Address Line 1: 125 Summer Street

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 1617/200 ASSIGNMENTS

DOMESTIC REPRESENTATIVE

900115329

Name:

Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Steven A. Abreu
Signature:	/Steven Abreu/
Date:	09/05/2008
Total Attachments: 5 source=futureelec#page1.tif source=futureelec#page2.tif source=futureelec#page3.tif source=futureelec#page4.tif source=futureelec#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of the date last

executed below (the "Effective Date"), by and between Future Electronics Inc., a Canadian

company organized under the laws of Canada (the "Assignor"), and Active Tech Electronics

Inc., a Canadian company organized under the laws of Canada, with its principal place of

business at 3633, Boulevard Des Sources, Dollard-Des-Ormeaux, Quebec H9B 2K4 (the

"Assignee").

1. Background. Assignor owns the trademarks set forth on Schedule A attached hereto

(collectively the "Trademarks"). Assignee wishes to acquire the Trademarks together with the

goodwill symbolized by the Trademarks. Assignor wishes to assign the Trademarks and

Assignee wishes to accept such assignment on the terms and conditions set forth in this

Assignment.

2. Grant. For the sum of one dollar, Assignor hereby sells, assigns, and transfers to

Assignee, its successors and assigns, its entire right, title, and interest in, to, and under the

Trademarks, including all common law rights, trademark applications, registrations, and

renewals, and the right to sue for past, present and future infringement, together with the

goodwill symbolized by the Trademarks.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when

requested such additional assignments, instruments and documents as may reasonably be

necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in

the territories concerned, including recordations of assignment of trademark suitable for filing

with the United States Patent and Trademark Office and equivalent foreign agencies. To the

extent required under applicable law or otherwise necessary, Assignor herewith authorizes

Assignee to apply for the recordal of the assignment of the Trademarks and to request the

trademark offices in the territories concerned to issue to the Assignee any and all documents

covering the Trademarks.

This Assignment is made without warranty whatsoever, either express or implied. The

Assignor's liability hereunder, in contract, tort or otherwise, shall be limited to the consideration

paid by the Assignee for the assignment of the trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark

Assignment to be executed as of the Effective Date.

FUTURE ELECTRONICS INC. (Assignor)

Name: Pierre Guilbault

Title: Executive Vice President and Chief Financial Officer

ACTIVE TECH ELECTRONICS INC. (Assignee)

Name: Lee Wise

Title: President

Date: Aur 34, 2008

Date: 54 4 , 2008

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## CERTIFICATE OF ACKNOWLEDGMENT

CANADA
PROVINCE OF QUEBEC
JUDICIAL DISTRICT OF MONTREAL

Before me, the undersigned, a Commissioner in and for the Province aforesaid, on this 28 day of August, 2008, L=200 personally appeared and who being by me duly sworn, deposes and says that he/she is authorized to sign and has signed the foregoing instrument and that he/she acknowledges such signing to be her/his free act and deed.

Commissioner of Oaths

Print or Stamp Name

My Commission Expires

**CERTIFICATE OF ACKNOWLEDGMENT** 

COUNTRY OF CANADA
PROVINCE OF QUEBEC
JUDICIAL DISTRICT OF MONTREAL

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this <u>H</u> day of <u>luttered</u>, 2008, <u>Pietre Guilbault</u> personally appeared and who being by me duly sworn, deposes and says that he/she is authorized to sign and has signed the foregoing instrument and that he/she acknowledges such signing to be her/his free act and deed.

Collier 7 typesald Commissioner of Oaths

Print or Stamp Name

My Commission Expires

# **SCHEDULE A**

TRADEMARK	JURISDICTION	APPLICATION NUMBER	REGISTRATION NUMBER
ACTIVE ELECTRONICS	USA	73/703,361	1,509,648
ACTIVE	USA	75/273,005	2,225,051
ACTIVE (plus design)	USA	75/285,410	2,229,997

All common law rights to the aforementioned marks in Canada and the USA.

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