# TRADEMARK ASSIGNMENT

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
VSM MedTech Ltd.		08/10/2007	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	MEG International Services, Ltd.	
Street Address:	1-1850 Hartley Ave	
City:	Coquitlam, BC	
State/Country:	CANADA	
Postal Code:	V3K 7A1	
Entity Type:	CORPORATION: CANADA	

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2891153	VSM MEDTECH
Registration Number:	2891152	VSM
Registration Number:	2763297	MEDICAL ADVANCES THROUGH TECHNOLOGY
Registration Number:	2648655	

#### **CORRESPONDENCE DATA**

Fax Number: (503)220-2480

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

Phone: 503-294-9460
Email: jkong@stoel.com
Correspondent Name: Jere M. Webb
Address Line 1: 900 SW Fifth Ave

Address Line 2: Suite 2600

Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER: 41455-1 MEG INT'L SRVS

DOMESTIC REPRESENTATIVE

900120177

TRADEMARK REEL: 003883 FRAME: 0955 **3115.00 289115** 

Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Joseph A Kong
Signature:	/SR Paralegal/
Date:	11/06/2008
Total Attachments: 3 source=Bill of Sale - MISL#page1.tif source=Bill of Sale - MISL#page2.tif source=Bill of Sale - MISL#page3.tif	

TRADEMARK REEL: 003883 FRAME: 0956

#### BILL OF SALE (ABSOLUTE)

THIS INDENTURE is made the 10th day of August, 2007.

BETWEEN:

VSM Medtech Ltd., by its Receiver-Manager, The Bowra Group Inc., Manulife Place 1930 - 1095 West Pender Street, Vancouver, British Columbia

(the "Grantor")

AND:

MEG International Services Ltd., a corporation having an office at 1-1850 Hartley Avenue, Coquitlam, BC, V3K 7A1

(the "Grantee")

WHEREAS the Grantor:

(a) is possessed of the goods, chattels and personal property hereinafter described; and

(b) has agreed with the Grantee pursuant to the terms of an Offer to Purchase accepted the 8th day of August, 2007 for the absolute sale to the Grantee of the same upon the terms and conditions hereinafter set forth.

NOW THIS INDENTURE WITNESSETH that for the sum of ten dollars (\$10.00) and other good and valuable consideration paid by the Grantee to the Grantor at or before the sealing and delivery of this indenture, the receipt whereof the Grantor hereby acknowledges, the Grantor hereby bargains, sells, assigns, transfers and sets over ("sells and transfers") all the right, title, interest, property, claim and demand of the Grantor in and to all those assets described in the Schedule "A" hereto (the "Chattels"), unto the Grantee, to and for its sole and only use forever.

1. The Grantor hereby covenants, warrants and agrees to and with the Grantee that the Grantor has the right to sell and transfer its right, title and interest in the Chattels unto the Grantee in the manner aforesaid and according to the true intent and meaning of this indenture and the said Offer to Purchase.

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- 2. The parties acknowledge and agree that:
  - (a) an examination of the Chattels has been made by or on behalf of the Grantee;
  - (b) the Chattels have been purchased by the Grantee on an "as is, where is" and "with all faults" basis, without warranty or representation by the Grantor as to title, quality, quantity or otherwise, except as set out in the said Offer to Purchase; and
  - (c) the purchase price does not include any goods and services tax, withholding tax, provincial sales tax or any other applicable tax, charge, rate or levy (all of which are collectively referred to in this paragraph as "applicable taxes") which may be applicable to this transaction, and the Grantee agrees to be responsible for payment of any and all applicable taxes in connection with this transaction, and the Grantee further agrees to indemnify and save harmless the Grantor for the payment of any and all such applicable taxes.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this indenture shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective successors and assigns, the same as if the words successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties have executed this indenture in the presence of their duly authorized signatories as of the day and year first above written.

VSM Medtech Ltd., by The Bowra Group Inc., by its authorized signatory:

Per:

MEG International Services Ltd. by its authorized signatory.

Per:

TIM Baild GeneraTRADE

GeneraTRADEMARK

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x1950\001\Bill of Sale (Absolute) MEG.wpd

# Exhibit 12

To Schedule A of the Bill of Sale Between The Bowra Group Inc. and MEG International Services Ltd

## VSM Trademarks/Tradename

Original value \$17,586.23 NBV at December 31, 2006 \$1,586.83 MISL

1) All Rights Relating to the Following Trademarks:

United States Trade-mark VSM MEDTECH	<b>Serial #</b> 78190389 /	<b>Reg. #</b> 2891153
VSM	78190385	2891152
MEDICAL ADVANCES		
THROUGH TECHNOLOGY	76254787	2763297
		/
	76254799	2648655 🗸
Canadian Trade-mark		Reg.#
VSM MEDTECH		TMA573484 /
VSM		TMA573499
MEDICAL ADVANCES THROUGH TECHNOLOGY		TMA572281
THROUGH TECHNOLOGY		1 WAS7 220 1
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2) All Rights Relating to the Following Domain Registrations

**RECORDED: 11/06/2008** 

Domain Name	Registrar
vsmmedtech.com	Domainpeople Inc.
ctf.com	Domainpeople Inc.

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