

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
Aptilon Inc.		11/01/2003	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	J.A. Rosenblatt & Associates Inc.
Street Address:	438 Isabey Street, Suite 108
City:	Saint-Laurent, Quebec
State/Country:	CANADA
Postal Code:	H4T 1V3
Entity Type:	CORPORATION: CANADA

Name:	Peter Klauber & Associates Inc.
Street Address:	438 Isabey Street, Suite 108
City:	Saint-Laurent, Quebec
State/Country:	CANADA
Postal Code:	H4T 1V3
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76013094	APTILON

CORRESPONDENCE DATA

Fax Number: (914)941-6091
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (914) 941-5668
 Email: aedelstein@collenip.com
 Correspondent Name: Jeffrey A. Lindenbaum
 Address Line 1: 80 South Highland Avenue
 Address Line 2: The Holyoke-Manhattan Building

OP \$40.00 76013094

Address Line 4: Ossining, NEW YORK 10562

ATTORNEY DOCKET NUMBER:

G264

DOMESTIC REPRESENTATIVE

Name: Jeffrey A. Lindenbaum
Address Line 1: Collen IP, Intellectual Property Law, PC
Address Line 2: 80 South Highland Avenue
Address Line 4: Ossining, NEW YORK 10562

DOMESTIC REPRESENTATIVE

Name: Jeffrey A. Lindenbaum
Address Line 1: Collen IP, Intellectual Property Law, PC
Address Line 2: 80 South Highland Avenue
Address Line 4: Ossining, NEW YORK 10562

NAME OF SUBMITTER:

Jeffrey A. Lindenbaum

Signature:

/Jeffrey A. Lindenbaum/

Date:

02/25/2010

Total Attachments: 12

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IP ASSET PURCHASE AGREEMENT

THIS AGREEMENT is entered into at Montreal, Quebec, on the ____ day of November 2003.

AMONG:

J.A. ROSENBLATT & ASSOCIATES INC., a body corporate duly incorporated and existing under the laws of Canada, having its registered office at 438 Isabey Street, Suite 108, Saint-Laurent, Quebec, H4T 1V3

(hereinafter referred to as "**Jerryco**");

AND:

PETER KLAUBER & ASSOCIATES INC., a body corporate duly incorporated and existing under the laws of Canada, having its registered office at 438 Isabey Street, Suite 108, Saint-Laurent, Quebec, H4T 1V3

(hereinafter referred to as "**Peterco**");

(Jerryco and Peterco are hereinafter together referred to as the "**Purchasers**" or individually as a "**Purchaser**");

AND:

APTILON INC., a body corporate duly subsisting under the laws of Canada, having its registered office at 460 St. Catherine Street West, Suite 801, Montreal, Quebec, H3B 1A7

(hereinafter referred to as "**Aptilon**");

AND:

4113659 CANADA INC., a body corporate duly subsisting under the laws of Canada having its registered office at Windsor Station, 910 Peel Street, Montreal, Quebec, H3C 2H8

(hereinafter referred to as the "**Guarantor**").

WHEREAS Aptilon is in the business of developing and commercializing the Software (as hereinafter defined);

WHEREAS the Purchasers wish to acquire the Intellectual Property Rights (as hereinafter defined) from Aptilon and become undivided fifty percent (50%) co-owners of the Intellectual Property Rights;

WHEREAS Aptilon agrees to assign the Intellectual Property Rights to the Purchasers on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged by each of the parties hereto (the "Parties"), the Parties have agreed as follows:

1. **DEFINITIONS**

1.1 "Business" shall mean the electronic detailing business.

1.2 "Intellectual Property Rights" means any and all intellectual property rights owned by Aptilon, including the rights in and to the Software, the Confidential Information, the Trade-Marks and the Goodwill, the whole as provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) semi-conductor chip or mask work law, or (vi) any other statutory provision, common law or civil law principle, including laws protecting confidential information and trade-secrets, and all applications, registrations, licenses, sublicenses

1.3 "Confidential Information" means:

1.3.1 trade-secrets, know how, ideas, formulae, algorithms, source codes, databases, conceptions, inventions, technologies, processes, or the expression or use of such ideas, including the source code of the Software;

1.3.2 business information, including business plans, sales and marketing research, materials and plans, accounting and financial information, cost data, supplier and customer information, personnel records and the like; and

1.3.3 any other valuable information of Aptilon relating to its business or fields of interest.

1.4 "Goodwill" means all goodwill, all information used or required to effectively conduct the Business, all intellectual property relating to the Business, including, without limiting the generality of the foregoing, all patents, patent applications and registrations, inventions, trade marks, trade names, trade mark applications and registrations, trade name registrations, service marks, designs, copyrights, copyright applications and registrations and industrial designs, domestic or foreign, data bases, all trade secrets, know-how, inventions and other intellectual property relating to the Business, marketing materials, supplier and customer lists, including without limitation, the name "Aptilon";

1.5 "License Agreement" means the license agreement between the Purchasers and 4113659 Canada Inc. (hereinafter referred to as "Newco") entered into on or about the date hereof.

1.6 "Patents" means the patents identified in Schedule "B" hereto.

1.7 "Software" means all computer programs developed for or by Aptilon, and all related source and object codes and algorithms, as well as all documentation therefore, as set out in the attached Schedule "A".

1.8 "Trade-Marks" means the trade-marks identified in Schedule "C" hereto.

2. ASSIGNMENT

2.1 Subject to the terms and conditions of this Agreement and in consideration of the sum of [REDACTED] (hereinafter referred to as the "Purchase Price"), Aptilon hereby sells, conveys, assigns and transfers, with effect on the Effective Date, to the Purchasers all of the Intellectual Property Rights, the whole without restrictions of any kind and the whole including the right to sue for past infringement, the Purchasers hereby accepting same and becoming undivided co-owners of the Intellectual Property Rights.

2.2 For greater certainty, it is understood that Aptilon shall immediately cease all use of whatever nature of the Intellectual Property Rights assigned to the Purchasers hereunder.

2.3 Aptilon shall execute any and all other agreements, documents or instruments that the Purchasers may, from time to time, present to Aptilon and which are necessary to further ensure the assignment of rights contemplated by Section 2.1.

2.4 Aptilon warrants that all moral rights relating to works, including the Software, which are the subject of the present assignment have been waived.

2.5 The Parties agree that the Purchase Price shall be allocated as follows:

2.5.1 with respect to the Goodwill, the Patents and the Trademarks an amount equal to [REDACTED] and

2.5.2 with respect to the Software, an amount equal to [REDACTED]

3. PAYMENT

3.1. The Purchase Price shall be paid by the Purchasers as follows:

3.1.1 Each Purchaser shall pay or cause to be paid to Aptilon on the date hereof, the sum of [REDACTED] for a total [REDACTED] as follows:

(i) [REDACTED] shall be paid by Brouillette Charpentier Fortin from the funds it holds in trust for such purposes; and

(ii) [REDACTED] the assignment by the Purchasers, in favour of Aptilon, without recourse, of two promissory notes, (the "PNotes"), each in the amount of [REDACTED]

██████████ due to the Purchasers by the Guarantor. Aptilon shall have no recourse whatsoever against the Purchasers for the payment of the PNotes;

3.1.2 With respect to the balance of ██████████ (the "Balance of Sale"), namely ██████████ by each Purchaser, the following terms and conditions shall apply:

3.1.2.1 Aptilon shall, immediately following the date hereof, transfer and assign the Balance of Sale to the Guarantor; and

3.1.2.2 Upon the Royalty Fee, as defined in the License Agreement, becoming due and payable by the Guarantor to the Purchasers, an equivalent amount of the Balance of Sale shall become due and payable by the Purchasers to the Guarantor, namely fifty percent (50%) by each Purchaser and the said Royalty Fee shall be set off against the Balance of Sale until the complete and final payment of the Balance of Sale;

3.1.3 The Guarantor and Aptilon shall have no other recourse whatsoever against the Purchasers for the payment of the Balance of Sale.

4. REPRESENTATIONS AND WARRANTIES OF APTILON

4.1. Each of Aptilon and the Guarantor represents and warrants to the Purchasers that the following statements are true and correct as of the date hereof:

4.1.1 **Existence.** Each of Aptilon and the Guarantor is a duly constituted company, validly existing and in good standing under the laws of Quebec and Canada and every other jurisdiction in which it carries on business.

4.1.2 **Valid Assignment.** Aptilon represents that it has full corporate power and authority to sell, convey, assign and transfer the Intellectual Property Rights as herein provided.

4.1.3 Each of Aptilon and the Guarantor has full power, legal right and authority to execute and deliver this Agreement and the documents contemplated hereunder and to consummate the transactions contemplated hereby and thereby. All acts and other proceedings required to be taken by Aptilon and the Guarantor to authorize the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereunder, have been duly and properly taken and no such action requires the consent or approval of any regulatory authority having jurisdiction over Aptilon and the Guarantor. This Agreement has been executed and delivered by each of Aptilon and the Guarantor and constitutes a valid and binding obligation of each of Aptilon and the Guarantor enforceable against each of Aptilon and the Guarantor in accordance with its terms.

- 4.1.4 The execution and delivery of this Agreement does not, and the consummation by Aptilon and the Guarantor of the transactions contemplated hereby, and compliance with the terms hereof conflict with or result in any violation or breach of any provisions of (i) the Articles, By-Laws, constating documents or other organizational documents of Aptilon, or (ii) any law applicable to Aptilon.
- 4.1.5 No approval, consent or authorization of or filing with a regulatory authority, governmental body or any other person is required by Aptilon or the Guarantor in connection with the execution, delivery and performance by Aptilon or the Guarantor of this Agreement or of any of the transactions contemplated hereby.
- 4.1.6 **No Infringement.** The use of the Intellectual Property Rights does not violate, breach or infringe any intellectual property rights held by others and Aptilon has no knowledge of any alleged breach or violation thereof. No event has occurred that would make invalid or unenforceable, or negate the right to issuance or use of any of the Intellectual Property Rights, and Aptilon has not received any notice of the revocation, withdrawal, expiration, abandonment or breach of any right to use the Intellectual Property Rights.
- 4.1.7 **Disclosure.** No representation or warranty made by Aptilon contained herein contains any untrue statement of a material fact or omits to state a material fact necessary to make such representation or warranty not misleading.
- 4.1.8 **Title to Intellectual Property Rights.** Aptilon owns the Intellectual Property Rights with good and marketable title, free and clear of all encumbrances, including without limitation, mortgages, hypothecs, prior claims, liens, privileges, charges and easements, restrictive covenants, conditional sale agreements, options, restrictions on transfer, due and unpaid taxes and other encumbrances on title of any sort whatsoever except for those described in Schedule "4.1.8" attached hereto. This Agreement, together with all the additional instruments of sale, conveyance, assignment and transfer executed and delivered by Aptilon on or about the date hereof shall vest in the Purchasers title to the Intellectual Property Rights as provide herein.
- 4.1.9 **Software.** Aptilon warrants that the Software will operate and will perform in substantial conformance with the functions specified in any instructional and operation manuals and other reference documentation produced by Aptilon related to the Software. Aptilon further warrants that the Software does not constitute libel and will not knowingly, deliberately or intentionally violate or infringe upon the intellectual property rights, right of privacy or right of publicity of any other person or entity.
- 4.1.10 A true and complete listing describing all patents, copyrights, trademarks, trade names, brand names, logos and service marks owned or used by the Purchasers, whether registered or unregistered, all registrations thereof with any governmental authority (Canadian, U.S. or other) and all pending applications with respect thereto filed with any governmental authority (Canadian, U.S. or other) is

contained in Schedules A, B and C attached hereto, and also contain true and complete copies of all affidavits filed with any governmental authority (Canadian, U.S. or other) in connection with the application for registration or the registration of any Intellectual Property Rights. All of the Intellectual Property Rights set forth on in Schedules A, B and C are in full force and effect. There are no royalties, fees or other payments payable by Aptilon to any person by reason of the ownership, use, license, sale or disposition of products or Intellectual Property Rights. The Intellectual Property Rights do not and will not infringe the Intellectual Property Rights of any other party and no such infringement has been alleged. There is no pending or, to the knowledge of Aptilon, threatened claim or litigation contesting the validity, ownership, registration or right to use, sell or dispose of any Intellectual Property Right, nor to the knowledge of the Purchasers, is there any basis for any such claim, nor has any Aptilon received any notice that the use, license or disposition of any of their products or Intellectual Property Rights conflicts or will conflict with the rights of any other party, nor is there, to the knowledge of Aptilon, any basis for any such assertion. Aptilon has taken all reasonable steps necessary to safeguard and maintain its proprietary rights in all Intellectual Property Rights.

5. **REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS**

Each Purchaser represents and warrants to Aptilon that the following statements are true and correct as of the date hereof:

- 5.1 Each Purchaser is a duly constituted company, validly existing and in good standing under the laws of Canada and every other jurisdiction in which it carries on business.
- 5.2 Each Purchaser has full corporate power and authority to enter into this Agreement, and this Agreement is valid and binding on the Purchasers, enforceable in accordance with its terms.

6. **INDEMNIFICATION**

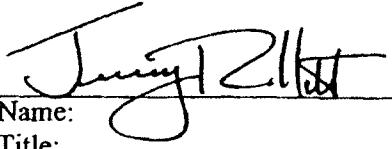
- 6.1 Aptilon and the Guarantor shall jointly and solidarily defend, indemnify, save and hold harmless the Purchasers and their respective officers, directors and employees from and against any and all claims, demands, losses, liabilities, damages, causes of action, proceedings, judgements, recoveries, deficiencies, costs and expenses resulting from Aptilon's or the Guarantor's breach of any representation or warranty contained in this Agreement.
- 6.2 Should Aptilon or the Guarantor fail to defend, indemnify, save and hold harmless the Purchasers in the manner provided hereinabove, the Purchasers shall have the right to adopt all necessary legal measures to defend themselves, at Aptilon's and the Guarantor's expense, Aptilon agreeing to pay any amounts having to be paid to the plaintiff by virtue of the execution of a settlement agreement or a court order.

7. **GENERAL**

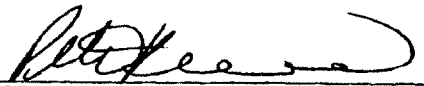
- 7.1 **Entire Agreement.** This Agreement sets forth the entire agreement and understanding among the Parties with respect to the subject matter hereof and merges, supersedes and cancels all prior discussions, representations, undertakings and agreements, whether oral or in writing, among the Parties with respect to such subject matter. Without limiting the generality of the foregoing, no oral explanation or oral information by the Parties, or any of them, shall alter the meaning or interpretation of this Agreement. There are no statements, representations or warranties which have not been embodied in this Agreement. This Agreement may be altered, modified or amended only by a written document signed by the Parties.
- 7.2 Notwithstanding the date of execution of the present agreement, the effective date (the "Effective Date") of the transactions contemplated herein shall be October 31, 2003.
- 7.3 **Severability.** The Parties agree that notwithstanding anything otherwise contained in this Agreement, in the event that any clause, term or provision of this Agreement is determined by any court, arbitrator or agency of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law or regulations, this Agreement shall continue in full force and effect as if the offending clause, terms and provisions hereof is no longer incorporated herein.
- 7.4 **Binding.** This Agreement shall be binding upon the successors and assigns of each of the Parties.
- 7.5 **Preamble.** The preamble and the schedules to this Agreement form an integral part of this Agreement.
- 7.6 **Currency.** All references to currency in this Agreement are to the lawful money of Canada.
- 7.7 **Applicable Laws.** This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws applicable in the Province of Quebec. The courts of the province of Quebec, district of Montreal, shall have the exclusive jurisdiction to hear and rule upon any dispute relating to this Agreement, including its interpretation and effects.
- 7.8 **Language.** This Agreement has been drafted in the English language at the request of the Parties. À la demande des parties, cette convention a été rédigée en langue anglaise.
- 7.9 **Declaration.** The Parties declare that (a) this Agreement is the result of negotiations among the Parties, (b) they have had the opportunity to review the Agreement with legal counsel, (c) all the provisions of the Agreement are clear and understood, and (d) the present Agreement truly reflects the agreement of the Parties concerning the subject-matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first mentioned above.

**J.A. ROSENBLATT &
ASSOCIATES INC.**

Per: 
Name: _____
Title: _____

**PETER KLAUBER &
ASSOCIATES INC.**

Per: 
Name: _____
Title: _____

APTILON INC.

Per: _____
Name: _____
Title: _____

4113659 CANADA INC.

Per: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first mentioned above.


**J.A. ROSENBLATT &
ASSOCIATES INC.**

Per: _____
Name:
Title:


**PETER KLAUBER &
ASSOCIATES INC.**

Per: _____
Name:
Title:

APTILON INC.

Per:  _____
Name:
Title:

113659 CANADA INC.

Per:  _____
Name:
Title:

SCHEDULE "A"

SOFTWARE

Solution Server

The Aptilon e-Marketing Suite is powered by the SolutionServer. This means that all major object types are associated with a profile and are managed entirely and transparently by the system, permitting the SolutionServer to readily evolve with the needs of health care product marketers. Built on a foundation of object-oriented design and technology, the SolutionServer emphasizes flexible, extensible profiles, and object interaction.

The core capabilities of the SolutionServer drive all e-marketing applications. This proprietary technology permits Aptilon to quickly deliver new e-marketing applications to the market.

The SolutionServer is characterized by:

- Full support for e-marketing data management and application enabling.
- Extensible profile management combined with powerful rules and recommendation engine.
- Real-time customer segmentation, campaign, and dialog management.
- Dynamic dialog marketing for true targeted experience building.
- Template-based system for extensibility and ease of use.
- Multiple data-type support through extensible meta-data management.

SCHEDULE "B"

PATENTS

NIL

SCHEDULE "C"

TRADEMARKS

NIL