

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													
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>4130511 Canada, Inc.</td> <td></td> <td>07/20/2005</td> <td>CORPORATION: CANADA</td> </tr> <tr> <td>2880997 Canada, Inc.</td> <td></td> <td>07/20/2005</td> <td>CORPORATION: CANADA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	4130511 Canada, Inc.		07/20/2005	CORPORATION: CANADA	2880997 Canada, Inc.		07/20/2005	CORPORATION: CANADA
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<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>Aptilon Holdings Inc.</td> </tr> <tr> <td>Street Address:</td> <td>460 Ste-Catherine Street West, #801</td> </tr> <tr> <td>City:</td> <td>Montreal, Quebec</td> </tr> <tr> <td>State/Country:</td> <td>CANADA</td> </tr> <tr> <td>Postal Code:</td> <td>H3B 1A7</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: CANADA</td> </tr> </table>		Name:	Aptilon Holdings Inc.	Street Address:	460 Ste-Catherine Street West, #801	City:	Montreal, Quebec	State/Country:	CANADA	Postal Code:	H3B 1A7	Entity Type:	CORPORATION: CANADA
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PROPERTY NUMBERS Total: 1													
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CORRESPONDENCE DATA													
<p>Fax Number: (914)941-6091 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>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 Address Line 4: Ossining, NEW YORK 10562</p>													
ATTORNEY DOCKET NUMBER:	G264												
DOMESTIC REPRESENTATIVE													
<p>Name: Jeffrey A. Lindenbaum Address Line 1: COLLEN IP, Intellectual Property Law, PC</p>													

OP \$40.00 76013094

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**TRADEMARK
 REEL: 004155 FRAME: 0652**

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: 4
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WINDING-UP AGREEMENT

AGREEMENT made at Montreal (Québec), as of the 20th day of July, 2005.

BETWEEN

4130511 CANADA INC.,
a legal person existing under the laws of Canada and
having its head office at 460 Ste-Catherine Street
West, # 801, Montréal, Québec, H3B 1A7;

(hereinafter called "Transferor")

AND

APTILON HOLDINGS INC.,
a legal person existing under the laws of Canada and
having its head office at 460 Ste-Catherine Street
West, # 801, Montréal, Québec, H3B 1A7;

(hereinafter called "Transferee")

WHEREAS the Transferor has authorized the distribution of all of its assets to its sole shareholder and the filing of the necessary forms to complete the dissolution under the *Canada Business Corporations Act*;

WHEREAS the Transferee is the beneficial owner of all the issued and outstanding shares of the capital stock of the Transferor;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants herein contained, it is agreed by and between the parties as follows:

1. The Transferor does hereby grant, bargain, assign, transfer, convey and set over unto the Transferee all the rights, titles and interests of the Transferor in and to all its property, assets and business, both real and personal, and both moveable and immovable, wherever situated, as of the close of business on this day, including without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts and goodwill.

2. This Agreement is made by the Transferor and received by the Transferee subject to all of the liabilities of the Transferor which, by the acceptance hereof, the Transferee hereby expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor and its directors in respect thereof.

3. It is expressly understood and agreed that any contract to which the Transferor is a party which is not assigned to the Transferee (because such contract is not assignable without the consent of the other party or parties thereto) shall be held in trust for the Transferee and performed by the Transferee in the name of the Transferor, and all benefits derived thereunder shall be for the account of the Transferee. The Transferee hereby agrees to indemnify and save harmless the Transferor from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Transferee in the name of the Transferor of any such contract not assigned to the Transferee.

TRADEMARK

REEL: 004155 FRAME: 0654

4. The Transferor hereby constitutes and appoints the Transferee, its successors and assigns, 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 whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the property, assets and business, both real and personal, and both movable and immovable wherever situated of the Transferor to the Transferee, its successors and assigns.

5. The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and the aforementioned power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued under the provisions of the *Canada Business Corporations Act* or be otherwise revoked.

6. This Agreement shall be effective as of the close of business on July 20th, 2005.

7. This Agreement shall be governed by and interpreted and construed in accordance with the laws of the Province of Québec as well as the laws of Canada applicable therein.

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

4130511 CANADA INC.

By: _____

Denis Martineau

APTILON HOLDINGS INC.

By: _____

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