

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Assignment, Nunc Pro Tunc		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aptilon Inc.		01/05/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
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		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76013094	APTILON	
CORRESPONDENCE DATA			
Fax Number:	(914)941-6091		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
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		

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**TRADEMARK
 REEL: 004155 FRAME: 0670**

Address Line 4: Ossining, NEW YORK 10562

NAME OF SUBMITTER:

Jeffrey A. Lindenbaum

Signature:

/Jeffrey A. Lindenbaum/

Date:

02/25/2010

Total Attachments: 3

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CONFIRMATORY ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT, made on the date set forth below, is between Aptilon, Inc. and Aptilon Holdings, Inc.

WHEREAS, through a series of intermediary assignments, certain intellectual property rights, including the APTILON trademark were assigned from Aptilon, Inc. to Aptilon Holdings, Inc.


WHEREAS, Aptilon Inc. hereby enters into this agreement to confirm its belief and intention that the APTILON trademark was assigned, through a series of intermediary assignments, to Aptilon Holdings, Inc., and alternatively to assign to Aptilon Holdings, Inc. any remaining rights it may have unknowingly or unintentionally retained in the APTILON trademark.

NOW, THEREFORE, in consideration of the recitations, mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Aptilon, Inc. hereby confirms that its rights in the APTILON trademark, and all goodwill associated with the mark, have been assigned to Aptilon Holdings, Inc.
2. Aptilon Holdings, Inc. has acquired all rights in the APTILON trademark and the associated goodwill.
3. To the extent Aptilon, Inc. has retained any rights in the APTILON trademark, Aptilon, Inc. hereby assigns any such rights, title, interest and goodwill to Aptilon Holdings, Inc. effective, *nunc pro tunc*, February 27, 2006.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

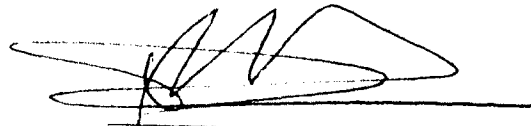
AGREED:
Aptilon, Inc.



Denis Martineau

Dated: January 05, 2010

AGREED:
Aptilon Holdings, Inc.



Denis Martineau

Dated: January 05, 2010

WINDING-UP AGREEMENT

AGREEMENT made at Montreal (Québec), as of the 27th day of February, 2006.

BETWEEN

APTILON INC.,
a legal person existing under the laws of Québec 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 *Companies Act*;

WHEREAS the Transferee is the beneficial owner of all the issued and outstanding shares of the capital 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.

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 *Companies Act* or be otherwise revoked.

6. This Agreement shall be effective as of the close of business on February 27th, 2006.

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.

APTILON INC.

By: 

Denis Martineau

APTILON HOLDINGS INC.

By: 

Denis Martineau