

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Vision2 International Inc.	01/31/2005

RECEIVING PARTY DATA

Name:	9113-1052 Quebec Inc.
Street Address:	6000 Kieran Street
City:	St-Laurent
State/Country:	CANADA
Postal Code:	H4S 2B5

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5963295
Patent Number:	6363528
Patent Number:	6381749

CORRESPONDENCE DATA

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

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NAME OF SUBMITTER:

Mila Shvartsman, Patent Agent

Total Attachments: 4

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PATENT

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ASSIGNMENT OF PATENT AGREEMENT

WHEREAS, VISION2 INTERNATIONAL INC. (hereinafter referred to as the "Assignor") is the owner of the Canadian patent applications identified in Schedule "A" attached hereto (hereinafter referred to as the "Canadian Patent Applications") and of the United-States patents identified in Schedule "B" attached hereto (together with the Canadian Patent Applications, hereinafter referred to as the "Patent");

AND WHEREAS, 9113-1052 QUEBEC INC. (hereinafter referred to as the "Assignee") having a place of business or office at 6000 Kieran Street, St-Laurent, Province of Quebec, H4S 2B5 is desirous of acquiring the said Patent;

NOW THEREFORE BY THESE PRESENTS WITNESS THAT:

In consideration of the sum of one dollar (\$1.00) Canadian and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Assignor does hereby sell, assign and transfer unto the Assignee, all of its right, title and interest in and to the said Patent, together with the goodwill attaching thereto, the same to be held and enjoyed by the Assignee, its successors and assigns as fully and entirely as the said assigned right, title and interest could have been held and enjoyed by the Assignor if such sale, assignment and transfer had not been made.

The Assignor further assigns to the Assignee the right to sue for past infringement and to recover and retain all damages and profits arising therefrom. The Assignor further assigns to the Assignee the benefit of the right of priority provided by any international convention and to invoke and claim such right of priority in relation to the Patent without further written or oral authorization from Assignor, and Assignor hereby assigns to Assignee any and all right Assignor may have to claim such priority in any jurisdiction.

Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent to any assignment, consent to file or like document which may be required in any jurisdiction for any purpose including proof of the right of Assignee or its nominee to claim the aforesaid benefit of the right of priority provided by any international convention.

Assignee covenants and agrees not to contest the validity of this sale, assignment and transfer or the validity of any patent that may issue from any application filed or existing registration for any Patent to which this sale, assignment and transfer relates.

Assignor agrees to assist Assignee in every reasonable way to evidence, protect, exploit, record, transfer and perfect the sale, assignment and transfer of the Patent provided for herein and to apply for and obtain registration of and from time to time enforce, maintain and defend the assigned rights in accordance with the terms hereof. If Assignee is unable for any reason whatsoever, having diligently used its commercially reasonable efforts, and so documented for subsequent verification, to secure Assignor's signature to any document it is entitled to under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and its officers and agents, as its agent and attorney-in-fact with full power of substitution to act for and on its behalf and to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. In the occurrence of such exceptional execution, Assignee shall


promptly notify and provide Assignor with a copy of the executed document and the documents demonstrating the attempts at reaching it.

The assignment shall be binding upon the Assignor, its successors and/or assigns, and all others acting by, through, with or under its direction, and all those in privity therewith.

It is the express wish of the parties hereto that this document be drawn up in English. La volonté expresse des parties aux présentes est que ce document soit rédigé en anglais.

EXECUTED at MONTREAL, QUEBEC, this 31st day of January, 2005.

VISION2 INTERNATIONAL INC.

By: 
Pierre Habib
President

SCHEDULE "A"

CANADIAN PATENT APPLICATIONS

Description	Status / Number
Protecting eyeglass assembly for use during sport activities	Application / CA 2,243,413
Protective mask with throat guard for physical games	Application / CA 2,297,351
Protective mask with anchor clamp for physical games	Application / CA 2,297,355

SCHEDULE "B"

UNITED STATES PATENTS

Description	Number
Protecting eyeglass assembly for use during sport activities	US 5,963,295 A
Protective mask with throat guard for physical games	US 6,363,528 B1
Protective mask with anchor clamp for physical games	US 6,381,749 B1