

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Benoît Marchand	02/23/2005

RECEIVING PARTY DATA	
Name:	Exludus Technologies Inc.
Street Address:	430 Ste-Hélène #501
City:	Montréal Québec
State/Country:	CANADA
Postal Code:	H2Y 2K7

PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	10445145
Application Number:	10893752

CORRESPONDENCE DATA	
Fax Number:	(650)812-3444
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Colby B. Springer
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Address Line 4:	Palo Alto, CALIFORNIA 94303

NAME OF SUBMITTER:	Susan Yee
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ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 23rd day of February, 2005

BETWEEN:

BENOÎT MARCHAND, resident and domiciled at 5640
Decelles, #28, Montréal, Québec H3T 1W5

(the "Vendor")

AND:

EX LUDUS TECHNOLOGIES INC., a company
incorporated under the laws of the Province of Quebec

(the "Purchaser")

WHEREAS the Vendor carries on a software development business (the "Business");

AND WHEREAS the Vendor and the Purchaser wish to enter into this Agreement to effect the purchase and sale of all of the assets of the Business, on and subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties to this Agreement agree as follows:

ARTICLE 1. INTERPRETATION

1.1. Definitions

In this Agreement,

"Agreement" means this agreement and all schedules attached to this agreement, in each case as they may be amended or supplemented from time to time.

"Business" has the meaning set forth in the Preamble hereof.

"Equipment" means all of the Equipment used in the Business including:

REDACTED

REDACTED

"Intellectual Property" means all trade marks, trade names, logos, patent applications, copyrights, know-how, inventions, technical expertise, research data, trade secrets and other similar property which relate to the Business and all registrations and applications for registration of the foregoing including, without limiting the generality of the foregoing, the RepliCator unregistered trade mark, patent applications EP 03253107.1 5/19/2003, US 10/445,145 5/23/2003, US 10/893,752 7/16/2004 and US 60/548,503 2/26/2004, Canadian copyright #1019135 16/03/2004 and the source code to the BETA version of the RepliCator software.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Purchase Price" has the meaning set forth in Section 3.1.

1.2. Headings

The inclusion of headings in this Agreement is for convenience of reference only and will not affect the construction or interpretation of this Agreement.

1.3. Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and will be paid in Canadian currency.

1.4. Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any provision or part of a provision by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of this Agreement. To the extent permitted by applicable law, the parties waive any provision of law which renders any provision of this Agreement invalid or unenforceable in any respect.

1.5. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement. There are no warranties, conditions, or representations and there are no agreements in connection with that subject matter except as specifically set out or referred to in this Agreement.

1.6. Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement will be binding unless executed in writing by the party to be bound by the amendment or waiver.

1.7. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable in that province.

ARTICLE 2.
PURCHASED ASSETS

2.1. Purchase and Sale of Purchased Assets

Subject to the terms of this Agreement, the Vendor hereby sells, transfers and assigns, and the Purchaser hereby purchases and accepts the assignment of, as a going concern with all related goodwill, all the property, assets and rights used exclusively in carrying on the Business (collectively, the "Purchased Assets"), including, without limitation, the following assets of the Vendor relating exclusively to the Business.

(a)

(b)

REDACTED

(c)

(d) all right, title and interest of the Vendor to the Intellectual Property;

(e)

(f)

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

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ARTICLE 6.
GENERAL MATTERS

6.1. Time of Essence

Time is of the essence of this Agreement.

6.2. Further Assurances

Each of the parties to this Agreement will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all further acts, documents and things as the other party to this Agreement may reasonably require from time to time for the purpose of giving effect to

this Agreement and will use reasonable efforts and take any steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

6.3. Counterparts

This Agreement may be signed in counterparts and each of those counterparts will constitute an original document and those counterparts, taken together, will constitute one and the same instrument. Counterparts may be delivered via facsimile or other means of electronic communication.

6.4. Governing Law

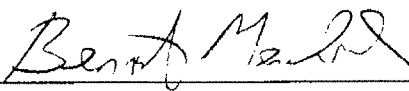
This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.



BENOIT MARCHAND

EX LUDUS TECHNOLOGIES INC.

by: 

Benoit Marchand
President