

04-06-2005

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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102973645

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Charles BORG

Execution Date(s) March 9, 2005

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Michelle Rosita RAMSAY-BORG

Internal Address: _____

Street Address: 65 Harbour Square, Suite 2002

City: Toronto

State: Ontario

Country: Canada Zip: M5J 2L4

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

1. 5,813,026

2. 5,833,466

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gary M. Travis

Internal Address: Riches, McKenzie & Herbert LLP

Street Address: 2 Bloor Street East, Ste. 1800

City: Toronto

State: Ontario Zip: M4W 3J6

Phone Number: 416-961-5000

Fax Number: 416-961-5081

Email Address: _____

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

March 29, 2005

Date

Gary M. Travis, Reg. No. 43,551

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 22

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment-Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

04/05/2005 NGETACHE 00000024 5813026

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80.00 OP

PATENT
REEL: 016418 FRAME: 0083

ASSIGNMENT OF PATENTS AND TRADE MARKS – BY ESTATE TRUSTEE

This assignment is executed by Michelle Rosita RAMSAY-BORG in the capacity of ESTATE TRUSTEE for Charles Szeles BORG, deceased, pursuant to a Certificate of Appointment from the Ontario Superior Court of Justice, a copy of which is attached as Schedule A hereto;

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the undersigned, Charles Szeles BORG, by his ESTATE TRUSTEE, Michelle Rosita RAMSAY-BORG, whose full post office address is 2002-65 Harbour Square, Toronto, Ontario M5E 2L4, Canada, does hereby sell, transfer and assign to:

Michelle Rosita RAMSAY-BORG

(hereinafter also the Assignee) whose full post office address is 2002-65 Harbour Square, Toronto, Ontario M5E 2L4, Canada,

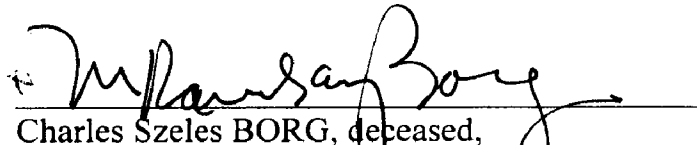
all his entire right, title and interest in and to:

- (a) the Canadian and United States patents and patent applications listed in the attached Schedule B, together with all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in Canada and the United States on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in Canada and the United States on said improvements; and
- (b) The Canadian and United States trade marks listed in the attached Schedule C (the "Trade Marks"), together with all of the goodwill which the Assignor has in and to the Trade Marks, including the right to oppose and/or continue any opposition to

the registration of any other trade mark based on the Trade Marks, and the right to commence and/or continue any action for past infringement of any rights in the Trade Marks and to collect damages or profits as a result of such infringement.

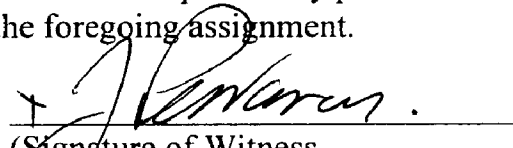
The foregoing patents and trade marks to be held and enjoyed by the Assignee to the full term thereof for which said patents and trade marks are granted, as fully and entirely as the same could have been held and enjoyed if this assignment had not been made.

SIGNED at Toronto, Ontario, Canada this 9th day of March, 2005.


Charles Szeles BORG, deceased,
by his Estate Trustee, Michelle Rosita RAMSAY-BORG

DECLARATION OF WITNESS

I, Jeff Pervanas, hereby declare that I was personally present and did see Michelle Rosita Ramsay-Borg duly sign and execute the foregoing assignment.


(Signature of Witness)

Name: Jeff Pervanas

Address: c/o Riches, McKenzie & Herbert LLP
2 Bloor Street East, Suite 1800
Toronto, Ontario. M4W 3J5

ASSIGNMENT OF PATENTS AND TRADE MARKS
BY ESTATE TRUSTEE

SCHEDULE A

Charles BORG

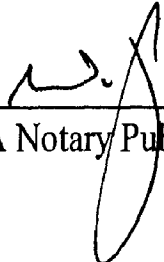
CERTIFICATE OF APPOINTMENT

Province of Ontario

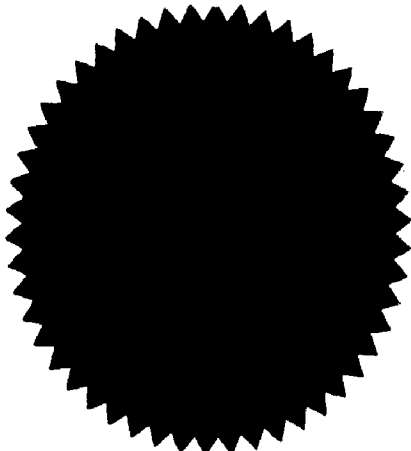
I, **WENDA YENSON**, a duly appointed notary public for the Province of Ontario, residing at the City of Toronto, in the Province of Ontario, certify as follows:

1. I have compared the attached document with a document produced and shown to me and purporting to be the original CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE WITH A WILL IN THE ESTATE OF CHARLES SZELES BORG in favour of MICHELLE ROSITA RAMSAY-BORG, issued on the 12th day of January, 2005, under court file #01-4033104.
2. The attached document is a true copy of the original.

DATED: 14 January 2005



A Notary Public for the Province of Ontario



ONTARIO

Court File No. **01-40331**

SUPERIOR COURT OF JUSTICE

IN THE ESTATE OF CHARLES SZELES BORG, deceased.

late of 2002-65 Harbour Square, Toronto, Ontario, M5J 2L4

occupation Businessman

who died on May 20, 2004


**CERTIFICATE OF APPOINTMENT
OF ESTATE TRUSTEE WITH A WILL**

Applicant	Address	Occupation
Michelle Rosita Ramsay-Borg	2002-65 Harbour Square, Toronto, Ontario M5E 2L4	Businesswoman

This CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE WITH A WILL is hereby issued under the seal of the court to the applicant named above. A copy of the deceased's last will (~~and codicil(s), if any~~) is attached.

DATE: **JAN 12 2005**





Registrar **C. McCalmont**
Address of court office
393 University Avenue
10th Floor
Toronto, Ontario
M5G 1E6

THIS IS THE LAST WILL AND TESTAMENT OF ME, CHARLES SZELES BORG, of the City of Toronto, in the Province of Ontario, with respect to my Primary Estate (as such term is defined in this Will).

PART I - INITIAL MATTERS

Revocation

1. (a) I HEREBY REVOKE all previous wills and testamentary dispositions made by me.
- (b) I DECLARE that subsequent to the execution of this Primary Will, I will execute a Secondary Will dealing with certain of my assets (defined in such Will to be my Secondary Estate).

Appointment of Executor

2. (a) I APPOINT my wife, MICHELLE ROSITA RAMSAY-BORG (called "MICHELLE" in this Will), to be Executor and Trustee of this Primary Will.
- (b) If MICHELLE should
 - (1) predecease me, or
 - (2) survive me but die without having proved this Will, or
 - (3) be unable or unwilling to act,then I APPOINT my friend, ROBERT A. BRUCE, to act in her place.

In this Will and in any Codicil to it, I refer to my Executor, whether there be one or more persons acting as such, as my "Trustees".

Definition of "my Primary Estate"

3. (a) The term "my Primary Estate" for all purposes of this my Primary Will shall mean the whole of my property of every nature and kind whatsoever situate, including any property over which I may have a general power of appointment, but **excluding:**

- (1) all shares which I may hold at the time of my death in the capital corporations which comply with the definition of a private company in the *Securities Act* of Ontario or similar legislation in any other jurisdiction (collectively referred to as the "Corporations");
 - (2) those of my assets held in trust for me by the Corporations;
and
 - (3) any amounts owing to me from the Corporations;
- (b) for the purposes of subparagraph 3(a) of my Primary Will, if on the date of my death my shares in the capital stock of any one or more of the Corporations as the result of any stock dividend, stock split, amalgamation, reconstruction or re-arrangement of capital of the Corporations or the sale of any of them or the undertaking of any of them to any other corporation shall be represented by a different capital holding in any one or more of the Corporations or in any other corporation or corporations to which I am entitled at the date of my death, then the reference contained therein to my shares in the capital stock of the Corporations shall take effect as if it had been a reference to the capital holding or holdings which as the result of such stock dividend, stock split, amalgamation, reconstruction or re-arrangement or sale took the place of the aforesaid shares.

Registered Retirement Income Fund/Savings Plan

4. (a) I designate MICHELLE the beneficiary of all benefits arising upon or as a result of my death from any registered retirement income fund or registered retirement savings plan ("RRSP") owned by me at my death and the proceeds of any pension plan in which I have an interest. This shall be a designation within the meaning of the *Succession Law Reform Act* and, to the extent that any such plan is governed by the *Insurance Act*, a declaration within the meaning of the *Insurance Act*;
- (b) Should my death occur before I have made the maximum amount of RRSP contribution that I am entitled to make for the taxation year in which I die, pursuant to the *Income Tax Act*, I authorize my Trustees to make a contribution to an RRSP under which my spouse is the annuitant, within 60 days of the end of the year in which I die, in an amount up to the difference between my maximum entitlement for

such taxation year and the amount thereof paid by me prior to my death;

Life Insurance

5. I will and declare that the proceeds of all insurance policies on my life in which I am the insured, within the meaning of the *Insurance Act*, at the time of my death, no matter to whom the same presently may be payable in pursuant to the terms of such policies or any earlier declaration shall be paid to MICHELLE. This declaration is a declaration within the meaning of the *Insurance Act*.

Business Agreements

6. This Will does not revoke any shareholders or other agreements entered into during my lifetime that deal with my business interests.

PART II - DISPOSITION OF PRIMARY ESTATE

7. I give all of my Primary Estate, wherever located, to my Trustees upon the following trusts:

Payment of Debts

- (a) to pay my debts and funeral expenses and the expenses of administering my Primary Estate and the trusts created by this Primary Will and any Codicil to this Primary Will;

Personal Goods and Household Effects

- (b) (1) to deliver or dispose of certain articles of domestic and household use or ornament belonging to me at my death in accordance with my wishes which are well known to my Trustees;

- (2) to deliver to IMRE VIRAG the two metal artworks (bronze and iron) if owned by me at my death for his own use absolutely; and
- (2) to give MICHELLE all remaining articles of domestic and household use or ornament belonging to me at my death for her own use absolutely;

Residue to MICHELLE

- (c) to pay or transfer the residue of my Primary Estate to MICHELLE if she should survive me for 30 days;

Bequests if MICHELLE predeceases me

- (d) if MICHELLE should predecease me, or survive me but die within 30 days of my death,
 - (1) to pay or transfer the sum of FIFTY THOUSAND DOLLARS (\$50,000) to GABRIELLA SARAI, if she is then living; and
 - (2) to pay or transfer the sum of TWENTY THOUSAND DOLLARS (\$20,000) to IMRE VIRAG, if he is then living;

Residue to DEREK and SUZANNE if MICHELLE predeceases me

- (e) if MICHELLE should predecease me, or survive me but die within 30 days of my death,
 - (1) to divide the residue of my Primary Estate equally between those of my step-children, DEREK BRUCE RAMSAY (called "DEREK" in this Will), and SUZANNE AIMEE RAMSAY (called "SUZANNE" in this Will), as are then alive and to pay or transfer to each his or her share of my estate;
 - (2) if either of DEREK or SUZANNE is then dead, but has left issue, he or she shall be deemed to have died immediately after my death and his or her issue shall share his or her share in equal shares per stirpes.

PART IV - TRUSTEES POWERS/ADMINISTRATIVE MATTERS/INTERPRETATION

Trustees' Powers

8. To enable my Trustees to administer, sell, invest, distribute and settle obligations of my estate as my Trustees consider most appropriate, I give them the same powers as a natural person and intend that they may perform, without court authorization, every act which a prudent person would perform for those purposes. Any doubt as to whether my Trustees have the power to perform an act shall be resolved in my Trustees' favour and, for greater certainty, and without limiting the scope of my Trustees' powers by the terms of this paragraph, my Trustees shall have the following powers:

Power of Sale

- (a) to sell any part of my estate at such time or times, in such manner, and upon such terms as my Trustees deem advisable;

Power to Convert

- (b) to postpone the conversion of my estate, or any part or parts thereof for such length of time as my Trustees may think best;

Retain Investments

- (c) to retain any portion of my estate in the form in which it may be at the time of my death (even though it may not be in a form of an investment in which trustees are authorized to invest trust funds, and whether or not there is a liability attached to any such portion of my estate) for such length of time as my Trustees deem advisable, and my Trustees shall not be held liable for any loss to my estate that may result;

Non-Trustee Investments

- (d) to make any investments, not limited to investments authorized by law for trustees, and including investments in mutual funds, common trust funds, unit trust and similar types of investments, which my Trustees consider advisable and my Trustees shall not be liable for any loss that may happen to my estate in connection with any investment which my Trustees make in good faith. I authorize my

Trustees to delegate their authority to the managers of any mutual funds, common trust funds, unit trust and similar types of investments in which assets of my estate are invested where such delegation is reasonable and considered advisable by my Trustees;

Deal in Real Estate

- (e) to sell, mortgage, lease without being limited as to term, exchange, give options on, or otherwise dispose of or deal with any real estate held by my Trustees, and repair, alter, improve, add to or remove any buildings, and generally to manage such real estate;

Manage, Improve and Insure

- (f) to manage, maintain and improve any assets of my estate and insure them against risk;

Division of Assets in Specie

- (g) to make any division of my estate, or set aside, or pay any share or interest in it, either wholly or in part, in the assets forming my estate at the time of my death or at the time of such division, setting aside or payment and, in their discretion, to fix the value of my estate or any part thereof for the purpose of making any such division, setting aside or payment, and their decision shall be binding on all persons concerned;

Payment to Minors

- (h) to make any payments for any person under the age of majority to a parent or guardian of such person or to anyone to whom my Trustees deem advisable to make such payments, whose receipt shall be a sufficient discharge to my Trustees;

Infant Beneficiaries

- (i) if any person should become entitled to any share in my estate before attaining the legal age of majority in circumstances where such share would be paid into court, I direct that the share of that person be held and kept invested by my Trustees and the income and capital, or so much thereof as my Trustees in their absolute discretion consider advisable, shall be used for the benefit of that person until he or she attains the legal age of majority;

Elections Under *Income Tax Act*

- (j) to make any elections, determinations and designations under the *Income Tax Act* which in their discretion they deem advisable, and any election, determination or designation once made is not to be subject to review by anyone;

Non-Resident Taxes

- (k) to deduct from the income paid or payable to a beneficiary resident outside of Canada, any income tax paid or payable by my estate with respect to such income so that the burden of such tax will be borne solely by such non-resident beneficiary and not by any other beneficiary of my estate;

Determination of Income and Capital

- (l) to determine what shall constitute capital and what shall constitute income of my estate, or partly one and partly the other, and to charge disbursements to capital or income, or partly one and partly the other, and in distinguishing between capital and income of my estate, my Trustees shall not be obliged to amortize premiums paid for securities nor take account of discounts;

Accumulation of Income

- (m) notwithstanding anything else in this Will, my Trustees may not accumulate income beyond the maximum period permissible by law. After that date, all of the income earned by my estate must be paid out to the persons eligible to receive it, subject to whatever discretion to apportion it my Trustees may otherwise have been given;

Reserves

- (n) to set up reserves for taxes, assessments, insurance, repairs, depletion, depreciation, obsolescence and for such other purposes as my Trustees determine and to claim any such reserves as deductions from the income of my estate, or of any trust established hereunder, for income tax purposes;

Loans to Others

- (o) to advance monies out of my estate by way of loan to any individual or individuals who is or are a beneficiary of my estate; such loans to

be made with or without interest, upon such terms as to payment and with or without security as my Trustees determine;

Power To Borrow

- (p) at any time and from time to time to borrow money upon the security of all or any assets of my estate in such manner, on such terms and conditions, for such length of time and for such purposes connected with my estate as my Trustees deem advisable, and such borrowing may be from any person or corporation notwithstanding that such person or corporation may be a member of my family or a beneficiary or trustee under my Will, and the person or corporation from whom my Trustees borrow shall be entitled to receive and be paid for his, her or its own benefit such interest as my Trustees have decided upon;

Renewal of Guarantees

- (q) to renew at any time and from time to time in their discretion, any bills, notes, guarantees or other securities or contracts evidencing any liability that I may have as endorser, guarantor, surety or otherwise at the time of my death for any corporation or persons, and for that purpose to enter into any new bills, notes or other securities or contracts for or on behalf of my estate;

Receipts

- (r) to issue and determine from whom it is appropriate to accept receipts, and in particular to accept the receipt and release of any person purporting to act on behalf of any organization, association, institution, corporation, foundation or fund, whether incorporated or unincorporated, as a sufficient receipt and release.

Trust Company as Agent

- (s) to appoint a trust company to manage my estate or to act as agent in respect of the management of my estate and from time to time, in the discretion of my Trustees, to terminate any such appointment and make another. My Trustees may fix the remuneration to be paid to any such trust company and such remuneration is to be charged upon my estate and payable out of the capital or income of my estate in such proportions as my Trustees from time to time decide upon, but the amount of such remuneration is to be taken into account and deducted from the compensation to which my Trustees would

otherwise be entitled;

Engagement of Business Manager

- (t) to hire and rely upon a corporation, person or persons as agent, business manager or advisor, and to compensate such corporation person or persons out of the income from the business, or out of my estate, in such manner as my Trustees consider appropriate;

Sale of Business Interest

- (u) to carry out the terms of any agreements which may be in force at the time of my death respecting my interests in any corporations, partnerships or proprietorships and to exercise all rights and powers, and satisfy all liabilities, incidental to the ownership of shares or obligations of a corporation including the right to initiate or consent to the reorganization of a corporation;

Continuation of Business

- (v) to carry on any business that I was engaged in at the time of my death with the same power and authority as I would have if I were still alive, and without limiting the generality of the foregoing, to carry on the business for such length of time as is legally permissible, employ such managers and employees on such terms as they think fit, to enter into any scheme for the reorganization or capitalization of any business, to retain and employ in any business the capital which was employed therein at my death, to advance such additional capital from my general estate as they shall think fit, to borrow money and to renew any existing obligation or obligations of any business, to pledge the assets of my estate, if necessary, to secure such advances, and to delegate to any person or persons as they consider fit, all or any of the powers vested in me in relation to any business, and they are to be free from all responsibilities and fully indemnified out of my estate in their hands in respect of any loss, costs or damages arising from the exercise of these powers;

Voting Rights

- (w) (1) to exercise all voting and other rights incidental to the ownership of shares, bonds, debentures or other securities of any corporation or association forming part of my estate from time to time and to issue proxies therefor to others;

- (2) to vote for the election of themselves or of any one or more of themselves to any executive or other board or committee of any such corporation or association, and to serve in any such office or on any such board or committee and accept and receive remuneration for such services without diminution of their compensation as fiduciaries hereunder;
- (3) to sell or exercise any subscription rights and to use any portion of my estate for such purpose;
- (4) to consent to and join in any plan for reconstruction, reorganization, amalgamation, consolidation or readjustment with respect to any securities of my estate from time to time or for the sale of the assets and undertaking, or a substantial portion thereof, of any such corporation or association or any such plan to accept other securities in exchange for the securities then forming part of my estate; and
- (x) generally to act with respect to any securities forming part of my estate as fully and effectually as if the same were not trust property;

Partnerships

- (y) to enter into partnerships, limited partnerships and joint venture arrangements and to incorporate any companies;

Settlement of Claims

- (z) to compromise and settle, or waive, for such consideration, and upon such terms and conditions as my Trustees determine, all claims in favour of or against my estate;

Executors Compensation

- (aa) to take and transfer to themselves at reasonable intervals from the income and/or capital of my estate on account of compensation such amount as my Trustees reasonably anticipate will be requested at the end of the accounting period in progress, either upon the audit of the estate accounts or on approval by the beneficiaries of my estate. However if the amount subsequently awarded on Court audit or agreed to by the beneficiaries is less than the amount so pre-taken, the difference shall be repaid forthwith to the estate without interest;

- (bb) any Trustee of this my Will who is a solicitor, accountant or other person engaged in any profession or business, or any firm with which such Trustee is associated shall be entitled to charge and be paid all usual professional fees and other charges for legal/accounting advice and services rendered to my estate in addition to any executors compensation which may properly be paid to him or her as Trustee.

Interpretation

9. In interpreting this Will, it is my intention that:

- (a) the headings contained in this Will are intended only as guidelines and are not to be interpreted as being part of the text of this Will;
- (b) Any benefit I have given to any person in this Will, or that I have given to any person prior to my death or as a result of my death but other than by my Will, including property substituted by that person for my original gift and any income from such gift or substituted property or increase in the value of such gift, I intend as a personal gift. I do not wish the recipient to share it with his or her spouse unless he or she chooses to do so. If the recipient is resident in Ontario, I declare that it shall be excluded from that person's Net Family Property, as that term is defined in the *Family Law Act*. If the recipient is subject to the matrimonial law of some other jurisdiction, I intend the statement to be applied to the extent possible to accomplish my intention.
- (c) in this Will or any codicil to this Will, if I refer to any person being related by blood to any person, or if I refer to any person being related by marriage to any other person, I do not include in either case any person born outside marriage or any person who traces his or her relation through someone born outside marriage. However, I do include any person who has been legally adopted; any legally adopted person will be deemed to have been born within the marriage of his or her adoptive parents. Any person born outside marriage whose natural parents later marry will be deemed to have been born within the marriage of his or her natural parents.

Dispute Resolution

10. If any dispute arises in the administration of my estate, I encourage and authorize its resolution, to the extent feasible in the circumstances, by

mediation or arbitration or some other cost effective and less adversarial process than litigation. This also applies to anyone who represents the interest of a beneficiary who is unable to deal with my Trustees personally. If litigation ensues, I request the court to consider this provision in its award of costs.


Trustees to be Indemnified

11. My Trustees are entitled to be indemnified by my estate in respect of any liability imposed upon my Trustees in respect of any matter that arose before my Trustees' appointment, or that arose thereafter even though my Trustees exercised due diligence to avoid it. My Trustees shall also be entitled to judicial exculpation from liability in any case where they have acted honestly and reasonably, and ought in the opinion of the court to be excused. Further, they may enter into any obligations on behalf of my estate without assuming personal liability, so that liability is limited to the assets of my estate.

Trustees' Duty to Act Fairly

12. (a) My Trustees owe an enforceable duty to the beneficiaries to act prudently in the interests of all of them, and, except as may be excluded in the context, fairly as among them; and only so as to accomplish the objectives of this Will. If a trust is created for a beneficiary who will eventually receive the balance of the trust if he or she lives the requisite time, my Trustees shall owe a primary duty to that beneficiary, and may invest and apply the share accordingly, even though another beneficiary may benefit if he or she does not live the requisite time.
- (b) My Trustees shall not allow any personal interest to conflict with, or derive a personal benefit from, acting as such; except to the extent any one of my Trustees is a beneficiary, or this Will or the general law permits it. My Trustees may draw compensation on account, without the advance approval of the beneficiaries or a court; recover any Trustees' expenses as they are incurred; and obtain judicial permission to take a step that engages a conflict not expressly permitted by the foregoing, if my Trustees demonstrate that it will be, or was, on balance for the benefit of my estate - even if not all the beneficiaries consent.

SIGNED, PUBLISHED AND DECLARED
by the testator
CHARLES SZELES BORG
as his last Primary Will,
in the presence of us
both present at the same time,
who at the request of the testator
and in the presence of the testator
and in the presence of each other
have hereto subscribed
our names as witnesses.

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)

) CHARLES SZELES BORG
)


Senali Ratnavake

Sepali Ratnayake

Wenda Yenson

CERTIFIED A TRUE COPY OF THE WILL
COPIE CERTIFIÉE CONFORME AU
FILED IN THIS OFFICE
TESTAMENT DÉPOSÉ DANS CE BUREAU

ON
LE

JAN - 2 2005

LE C. M. Calmont
LOCAL REGISTRAR GREFFIER LOCAL
SUPERIOR COURT OF JUSTICE COUR SUPERIEURE DE JUSTICE

Superior Court of Justice
Proceeding commenced at
TORONTO

IN THE ESTATE OF
CHARLES SZELES BORG

, deceased

CERTIFICATE OF
APPOINTMENT OF ESTATE
TRUSTEE WITH A WILL

Form 74, 13 under the Rules

*Name, address, telephone and fax numbers of solicitor, party or person
(Law Society registration number of solicitor).*

Dickson MacGregor Appell LLP
306-10 Alcorn Avenue
Toronto, Ontario
M4V 3A9

ATTENTION: WENDA YENSON
(LSUC: 18027J)

Phone: (416) 927-0891
Fax: (416) 927-0385

ASSIGNMENT OF PATENTS AND TRADE MARKS
BY ESTATE TRUSTEE

SCHEDULE B

Charles BORG

Listing of Patent Registrations and Applications

Canadian Patents and Applications

1. Patent No. 2,072,040
Issued: June 11, 2002
Title: Method and Device to Facilitate the Cognitive Development of
Alternative Response Behaviour
2. Patent Application Serial No. 2,227,922
Filed: January 22, 1998
Title: Portable Electronic Device for Intermittently Executing a Program
Stored on Transposable Memory
3. Patent Application Serial No. 2,286,532
Filed: October 14, 1999
Title: Method and Device to Facilitate Inputting and Recording of
Information

United States Patents

4. Patent No. 5,833,466
Issued: November 10, 1998
Title: Device to Facilitate Alternative Response Behaviour
5. Patent No. 5,813,026
Issued: September 22, 1998
Title: Portable Electronic Device for Intermittently Executing a Program
Stored on Transposable Memory

ASSIGNMENT OF PATENTS AND TRADE MARKS
BY ESTATE TRUSTEE

SCHEDULE C

Charles BORG

Listing of Trade Mark Applications

1. Canadian Trade Mark Application Serial No. 1133635

Trade Mark:

 WatchPC

Filed: March 8, 2002

2. United States Trade Mark Application Serial No. 76/425363

Trade Mark:

 WatchPC

Filed: July 1, 2002