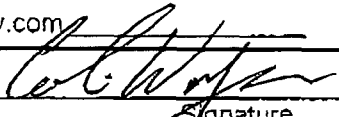


Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

03-24-2006

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

<p>MRD 3/23/06</p> <p style="text-align: right;">R</p> <p style="text-align: center;">103161156</p> <p>To the Director of the U.S. Patent and Trademark Office: Please record and attach documents or the new address(es) below.</p>	
<p>1. Name of conveying party(ies) 4179030 Canada Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance/Execution Date(s): Execution Date(s) March 8, 2006</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other Bill of Sale </p>	<p>2. Name and address of receiving party(ies) Name: Critical Telecom Corp. Internal Address: Suite 500</p> <p>Street Address: 340 March Road</p> <p>City: Ottawa State: Ontario Country: Canada Zip: K2K 2E4</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application.</p> <p>A. Patent Application No.(s) 09/612,445 09/902,444 10,284,483</p> <p>B. Patent No.(s)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address to whom correspondence concerning document should be mailed: Name: Colin Wrynn Internal Address: LaBarge Weinstein PC Suite 800 Street Address: 515 Legget Drive City: Ottawa State: Ontario, Canada Zip: K2K 3G4 Phone Number: (613) 599-9600 x 274 Fax Number: (613) 599-0018 Email Address: cw@lwlaw.com</p>	<p>6. Total number of applications and patents involved:</p> <p>7. Total fee (37 CFR 1.21(h) & 3.41) \$</p> <p> <input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) </p> <p>8. Payment Information a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name</p>
<p>9. Signature:  March 17, 2006</p> <p style="text-align: center;">Signature Date</p> <p>Colin Wrynn Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and documents: 7</p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

03/24/2006 DBYRNE 00000275 09612445

01 FD:8021

120.00 0P

PATENT
REEL: 017365 FRAME: 0243

BILL OF SALE

THIS BILL OF SALE made as of March 8, 2006 by **CRITICAL TELECOM CORP.**, a corporation continued under the laws of Canada (the "Vendor") in favour of 4347684 Canada Inc. (the "Purchaser");

WHEREAS the Vendor has entered into that certain acquisition agreement dated as of the date hereof (the "Acquisition Agreement") by and between the Vendor and the Purchaser and any capitalized term not otherwise defined in this Indenture shall have the meaning ascribed thereto in the Acquisition Agreement;

AND WHEREAS pursuant to the terms and provisions of the Acquisition Agreement, the Vendor has contracted and agreed for the absolute sale to the Purchaser of the Purchased Assets in consideration of the Purchase Price to be paid by the Purchaser to the Vendor;

NOW, THEREFORE, this Indenture witnesses that, in pursuance of the Acquisition Agreement, and in consideration of the sum of \$10.00 dollars of lawful money of Canada, paid by the Purchaser to the Vendor at or before the sealing and delivery of this Indenture, the receipt and sufficiency of which is hereby acknowledged, the Vendor does bargain, sell, assign, transfer and set over unto the Purchaser:

ALL THE Purchased Assets, all of which Purchased Assets being in the possession of the Vendor and located at Suites 400 and 500, 340 March Road, Ottawa, Ontario, K2K 2E4;

AND all the right, title, interest, property, claim and demand whatsoever of the Vendor of, in, to and out of the same, and every part thereof;

TO HOLD the said Purchased Assets and every part thereof, and all the right, title and interest of the Vendor therein and thereto, unto and to the use of the Purchaser, its successors and assigns;

AND the Vendor does hereby, covenant, promise and agree with the Purchaser: **THAT** the Vendor is now rightfully and absolutely possessed of and entitled to the said Purchased Assets and every part thereof; **AND** that the Vendor now has good right to assign the same unto the Purchaser, its successors and assigns, and according to the true intent and meaning of this Bill of Sale; **AND** that the Purchaser immediately upon execution and delivery of these presents, shall have possession of and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said Purchased Assets and every part thereof, to and for its own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Vendor or any person or persons whomsoever, with good and marketable title thereto;

AND the Vendor covenants and agrees with the Purchaser, its successors and assigns that it will from time to time, and at all times hereafter upon every reasonable request of the Purchaser, its successors and assigns, make, do and execute, or cause and procure to be made, done and executed, all such further acts, deeds and assurances as may be reasonably required by the Purchaser, its successors and assigns whether for more effectually and completely vesting in the Purchaser, its successors and assigns, the Purchased Assets in the manner aforesaid, and according to the true intent and meaning of this Indenture, or for the purpose of registration or otherwise;

AND this Bill of Sale is made pursuant to the Acquisition Agreement and is not in derogation of any of the rights which the Vendor or the Purchaser have under the Acquisition Agreement; the terms of the Acquisition Agreement shall not merge in this Bill of Sale and in the event of any conflict between this Bill of Sale and the Acquisition Agreement, the provisions of the Acquisition Agreement shall prevail.

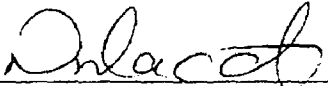
BILL OF SALE

PATENT
REEL: 017365 FRAME: 0244


2.
IT IS AGREED that this Bill of Sale and everything herein contained shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF the Vendor and the Purchaser have duly executed this Bill of Sale as of the day and year first above written.

CRITICAL TELECOM CORP.

Signed: 
Name: Nancy Macartney
Title: President and Chief Executive Officer

4347684 CANADA INC.

Signed: 
Name: Nancy Macartney
Title: President and Chief Executive Officer

BILL OF SALE