

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Bank One Canada	08/10/2001
RECEIVING PARTY DATA	
Name:	Bank One, NA
Street Address:	1 Bank One Plaza
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60670
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5496069
CORRESPONDENCE DATA	
Fax Number:	(416)364-7813
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	tnahm@tor.fasken.com
Correspondent Name:	Tai W Nahm
Address Line 1:	66 Wellington Street West, Suite 4200
Address Line 2:	Box 20, Toronto-Dominion Centre
Address Line 4:	Toronto, ONTARIO M5K 1N6
ATTORNEY DOCKET NUMBER:	211168.00018
NAME OF SUBMITTER:	Tai W Nahm
Total Attachments: 5 source=Bank One Canada Assignment#page1.tif source=Bank One Canada Assignment#page2.tif source=Bank One Canada Assignment#page3.tif source=Bank One Canada Assignment#page4.tif source=Bank One Canada Assignment#page5.tif	

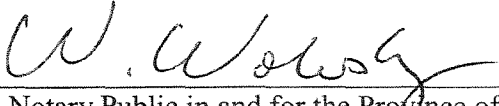
OP \$40.00 5496069

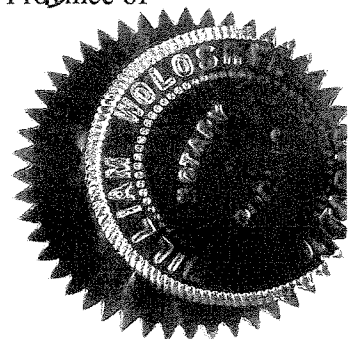
PATENT

CANADA)
)
CITY OF TORONTO)
)
PROVINCE OF ONTARIO)

I, William Woloshyn, a Notary Public in and for the Province of Ontario, by
Royal Authority duly appointed, residing in the City of Burlington, in the said Province,
CERTIFY that the annexed document is a true copy of an Assignment Agreement between
Bank One Canada and Bank One, NA the same having been compared by me with the original
document, an act whereof being requested I have granted under my hand and notarial seal of
office to serve and avail as occasion shall or may require.

DATED at Toronto this 25th day of July, 2006.


A Notary Public in and for the Province of
Ontario



ASSIGNMENT AGREEMENT

Reference is made to the documents listed in Schedule A hereto (collectively, the "Documents").

Bank One Canada (the "Assignor") and Bank One, NA (the "Assignee"), for valuable consideration (the receipt and sufficiency of which is hereby acknowledged), agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, a 100% interest in and to all of the Assignor's rights and obligations under the Documents as of the Effective Date (as defined below).
2. The Assignor (i) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (ii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Documents or any other instrument or document furnished pursuant thereto; and (iii) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrower or the performance or observance by the Borrower of any of its obligations under the Documents or any other instrument or document furnished pursuant thereto.
3. The Assignee hereby agrees that its address for notice pursuant to this Assignment Agreement and the Documents shall be as provided for the Assignor in the Documents.
4. As of the Effective Date (i) the Assignee shall, in addition to any rights and obligations under the Documents held by it immediately prior to the Effective Date, have the rights and obligations under the Documents that have been assigned to it pursuant to this Assignment; and (ii) the Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Documents.
5. The Assignor and Assignee shall make all appropriate adjustments in payments under the Documents for periods prior to the Effective Date directly between themselves.
6. Notwithstanding the date of execution, this Agreement shall be effective as of June 1, 2001 (the "Effective Date").
7. This Assignment shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

[This space intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the _____ day of August, 2001.

BANK ONE CANADA

By: _____

Name:

Title:

[Handwritten signature]
Steve Unger
1st VP

BANK ONE, NA

By: _____

Name:

Title:

[Handwritten signature]
Steve Unger
1st VP

Schedule A

1. Credit Agreement made as of October 8, 1998, as amended pursuant to a First Amending Agreement dated as of August 1, 2000, each among Polywheels Manufacturing Ltd. (“**Polywheels**”) and Cavu Enterprises Ltd. (“**CAVU**”), as borrowers, Polywheels Inc. and Frank Milligan (“**Milligan**”), as guarantors, and Bank One Canada (“**Lender**”), as Lender
2. Revolving Note dated October 8, 1999 in the amount of Cdn\$7,000,000 executed by Polywheels in favour of Lender (“**Note 1**”)
3. Tranche A Note dated October 8, 1999 in the amount of Cdn\$6,103,141 executed by Polywheels in favour of Lender (“**Note 2**”)
4. Tranche B Note dated October 8, 1999 in the amount of Cdn\$1,525,785 executed by Polywheels in favour of Lender (“**Note 3**”)
5. Tranche C note dated October 8, 1999 in the amount of Cdn\$678,144 executed by Polywheels in favour of Lender (“**Note 4**”)
6. Real Estate Note dated October 8, 1999 in the amount of Cdn\$6,910,000 executed by CAVU in favour of Lender (“**Note 5**”, and, together with Note 1, Note 2, Note 3 and Note 4, the “**Notes**”)
7. Security Agreement dated as of October 8, 1999 between Polywheels and Lender
8. Assignment of Security Interest in U.S. Patents dated as of October 8, 1999, between Polywheels, as assignor, and Lender, as assignee
9. Guarantee dated as of October 8, 1999 between Polywheels and Lender
10. Dominion of Funds Agreement dated as of October 8, 1999 between Polywheels and Lender
11. Security Agreement dated as of October 8, 1999 between Polywheels Inc. and Lender
12. Guarantee dated as of October 8, 1999 between Polywheels Inc. and Lender
13. Pledge Agreement dated as of October 8, 1999 between Polywheels Inc., Polywheels, CAVU and Lender, including Stock Power/Power of Attorney and Irrevocable Proxy
14. Security Agreement dated as of October 8, 1999 between CAVU and Lender
15. Guarantee dated as of October 8, 1999 between CAVU and Lender
16. Guarantee dated as of October 8, 1999 between Milligan and Lender

17. Debenture dated as of October 8, 1999 in the principal amount of \$25,000,000 granted by CAVU in favour of Lender re: 1455 North Service Road East, Oakville, Ontario
18. General Assignment of Rents and Benefits dated as of October 8, 1999 re: 1455 North Service Road East, Oakville, Ontario executed by CAVU
19. Debenture dated as of October 8, 1999 in the principal amount of \$25,000,000 granted by Polywheels to Lender re: Lease of Real Property at 1455 North Service Road East, Oakville, Ontario
20. Landlord and Leasehold Mortgage Agreement dated as of October 8, 1999 between Polywheels, CAVU and Lender
21. Collateral Assignment by Polywheels of Prudential Life Insurance No. 110736 to Lender dated September 27, 1999
22. Assignment by Polywheels and CAVU to Lender of monies which may become payable under Property Policy No. 35304490 dated as of September 30, 1999
23. Assignment by Polywheels and CAVU to Lender of monies which may become payable under Life Insurance Policy No. 11036 dated as of October 8, 1999
24. All other documents executed by Polywheels, CAVU, Milligan, Polywheels Inc. or any other person in favour of Lender in connection with the loans evidenced by the Notes