



04-07-2008

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



103494728

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)

NHC Communications

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) October 4, 2007

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Court Order dated October 4, 2007

2. Name and address of receiving party(ies)

Name: 9183-6387 Quebec Inc.

Internal Address: _____

Street Address: 1501 McGill College Avenue, 26th Floor

City: Montreal

State: Quebec

Country: CANADA Zip: H3A 3N9

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

10/429,861
09/772,959
10/060,172
11/432,716

B. Patent No.(s)

6,470,074
6,766,008
6,754,329

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert C. Bertin

Internal Address: Bingham McCutchen LLP

Street Address: 2020 K Street, N.W.

City: Washington

State: DC Zip: 20006-1806

Phone Number: 202-373-6000

Fax Number: 202-373-6001

Email Address: _____

6. Total number of applications and patents involved: 7 (seven)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 280.00

- ☐ 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 50-4047(7059512001)

Authorized User Name _____

9. Signature:

Signature

Robert C. Bertin

Name of Person Signing

4/2/08
Date

Total number of pages including cover sheet, attachments, and documents: 14

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 1080, Alexandria, V.A. 22313-1450

SUPERIOR COURT

Civil Division

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N°: 500-17-038240-076

DATE: 04 OCT. 2007, 2007

IN THE PRESENCE OF Me André Dion
Greffier spécial

9183-6387 QUÉBEC INC.
Plaintiff

v.

NHC COMMUNICATIONS INC.
Defendant

JUDGMENT

- [1] **THE COURT**, after having reviewed the proceedings and the proof;
- [2] **CONSIDERING** the Defendant's failure to appear in the present proceedings;
- [3] **CONSIDERING** Plaintiff's Inscription by default to appear and the Exhibits filed in support thereof;
- [4] **CONSIDERING** the affidavit of André Denis filed with the Inscription by default to appear
- [5] **CONSIDERING** that there is no valid cause of objection to the proceedings;
- [6] **CONSIDERING** that Plaintiff's claim is well-founded.

Mtl#: 1535603.1

1.0624

PATENT
REEL: 020762 FRAME: 0687

FOR THESE REASONS, THE COURT:

A. GRANTS the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender*;

B. DECLARES THAT the prior notice of exercise of the hypothecary right of taking in payment published at the Register of Personal and Movable Real Rights on July 27, 2007 under number 07-0431673-0001 is valid;

C. DECLARES Plaintiff, 9183-6387 Québec Inc., to be the owner of the movable property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* which paragraph reads as follows:

18. The description of the property charged by the Hypothec is as follows:

(a) The description of the property charged by the First Hypothec is as follows:

"The Constituant hereby hypothecates in favour of the Titulaire with effect as and from this date, the universality of the Constituant's present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the Constituant, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property"), namely:

DESCRIPTION

1. Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Constituant (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Constituant to the Titulaire in virtue of the Agreement, in any bank account or any amount of whatever nature (including, without limitation, any claims against the Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Constituant, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also

all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant) (all of which being hereinafter collectively called the "Claims").

2. Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

3. Goods in Stock

The universality of all existing and future goods in stock owned by the Constituant, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Constituant, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Constituant pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

4. Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks,

registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto and, without limitation, any right as more fully described in Schedule "A", as the case may be, attached hereto to form an integral part hereof (hereinafter sometimes collectively called the "Intellectual Property").

5. Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

6. Contractual Rights

All rights, title and interests of the Constituant, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

7. Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

- a) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- b) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- d) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future."

- (b) The description of the property charged by the Second Hypothec is as follows:

"The Constituant hereby hypothecates in favor of the Titulaire with effect as and from this date, the universality of the Constituant's present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the Constituant, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property"), namely:

DESCRIPTION

1.1.1 Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Constituant (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Constituant to the Titulaire in virtue of the Agreement, in any bank account or any amount of whatever nature (including, without limitation, any claims against the Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Constituant, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (safe and except those account receivables presently or in the future owed by Verizon Communications Inc. to the Constituant) (all of which being hereinafter collectively called the "Claims").

1.1.2 Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files,

logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

1.1.3 Goods in Stock

The universality of all existing and future goods in stock owned by the Constituant, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Constituant, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Constituant pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

1.1.4 Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

1.1.5 Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

1.1.6 Contractual Rights

All rights, title and interests of the Constituant, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

1.1.7 Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

- 1) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- 2) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- 3) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- 4) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- 5) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future."

- (c) The description of the property charged by the Third Hypothec is as follows:

"1. The universality of the Borrower's present and future moveable property, tangible and intangible, wheresoever same may be located, including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement thereof and the fruits, proceeds and revenues there from (all of which being hereinafter collectively called the "Secured Property"), namely:

DESCRIPTION

1.1 Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Borrower (save and except those account receivables presently or in the future owed by Verizon Communications Inc. and BellSouth Telecommunications Inc. to the Borrower), including any debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits and, without limitation, any amounts deposited or remitted by the Borrower to the Agent in virtue of the Debentures, in any bank account or any amount of whatever nature (including, without limitation, any claims against the

Crown and claims under any insurance policy of whatever nature) which may, at any time hereafter, be owed or might be owed in the future to the Borrower, as well as the fruits and revenues therefrom including those acquired in replacement thereof as well as any proceeds from the sale thereof or any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Borrower and also all judgments, hypothecs, suretyships, security and other rights in connection thereto as well as all contracts, securities, bills, notes, debenture, policies and other documents now held or owned or which may be hereafter taken, held or owned by the Borrower in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits (save and except those account receivables presently or in the future owed by Verizon Communications Inc. and BellSouth Telecommunications Inc. to the Borrower) (all of which being hereinafter collectively called the "Claims").

1.2 Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Borrower, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, materials and vehicles, present or future, including all books, directions of use, maintenance manuals, files, logbooks, documents pertaining to any of their accessories, additions and spare parts.

1.3 Goods in Stock

The universality of all existing and future goods in stock owned by the Borrower, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to services offered, or goods held by third parties with respect to a rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the Borrower, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used for packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the benefit of a third party, shall remain the property of the Borrower pursuant to a reservation of ownership in its favour, and shall be deemed to be goods in stock as long as the ownership thereof is not transferred to such third parties; are also deemed to be goods in stock, goods which, after having been alienated, have again become the

property of the Borrower as a result of a resolution, termination or repossession.

1.4 Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and/or any and all similar agreements, as well as any permits or any other rights which the Borrower possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

1.5 Securities

The universality of all existing and future notes, titles of claims, obligations, debentures, shares and any other securities held by the Borrower including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

1.6 Contractual Rights

All rights, title and interests of the Borrower, present or future, in any contract, lease, offer to lease, agreements, and/or any and all similar agreements, supply contracts and in any other document pertaining to the business and operations of the Borrower.

1.7 Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "Other Property"), to the extent that they are not already included in the foregoing descriptions, and which are also affected by the hypothecs and the other rights constituted hereunder:

- (a) all claims, effects or sums of money from the licensing, leasing, rental, sale or other disposition of the Secured Property, as the case may be, as well as any property acquired in replacement thereof (it being understood that this provision shall not be interpreted as allowing the Borrower to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Debenture);
- (b) all insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- (c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- (d) all titles, registers, invoices, contracts, securities and other documents which the Borrower shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;

(e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Borrower now possesses or may possess in the future."

- (d) The description of the property charged by the Fourth Hypothec is as follows:

"The Constituant hereby hypothecates in favor of the titulaire with effect as and from this date, the universality of the constituant present and future moveable property, tangible and intangible, wheresoever same may be located, relating to the business of the constituant [sic], including, without limitation, specific property and present and future property forming part of the universalities hereinafter described, as well as those acquired in replacement and the fruits, proceeds and revenues therefrom (all of which being hereinafter collectively called the "Secured Property") namely:

DESCRIPTION

1. Universality of Debts, Rights and Claims

The universality of all present and future claims owing to the Constituant which may, at any time hereafter, be owed or might be owed in the future to the constituant [sic] as well as the fruits and revenues therefrom including those acquire in replacement thereof as well as any proceeds from the sale thereof any part thereof, pertaining or relating, directly or indirectly, to the business operated by the Constituant and also all judgments, hypothecs, suretyships, security and other rights in connection to as well as all contracts, securities, bills, notes, policies and documents now held or owned or which may be hereafter taken, held, owned by the Constituant in respect of said debts, book debts, accounts, client accounts, claims, judgments, demands, income, abatements, remissions, cash balances, money deposits or any part thereof and also all books, documents, records, electronic or otherwise, and paper recordings evidencing or relating to said book debts, accounts, client accounts, claims, judgments, demands income, abatements, remissions, cash balances, money deposits.

2. Equipment

The universality of all existing and future machinery, equipment, professional equipment, materials and vehicles, owned by the Constituant, and their accessories, additions and spare parts, present and future as well as all books, directions of use, maintenance manuals, files, logbooks, documents, whether electronic or not, regarding said machinery, equipment, professional equipment, material and vehicles, present or future, including all books, directions use, maintenance manuals, files, logbooks, documents pertaining of their accessories, additions and spare parts.

3 Goods in Stock

The universality of all existing and future goods in stock owned by the constituent, including moveable property held for the purpose of being sold, rented or altered by means of transformation or manufacturing process of a good destined for sale or for rent or with respect to the services offered, or goods held by third parties with respect to the rental agreement, leasing contract, and/or any and all similar agreements, franchise contract or licence or other agreement executed with the constituent, regarding raw materials, manufactured or semi-manufactured or treated materials or products, or goods used packaging. Goods that were part of any goods in stock which, pursuant to an alienation contract executed with respect thereto for the being of a third party, shall remain the property of the Constituant to a reservation of ownership in its favour, and shall be deemed goods in stock as long as the ownership thereof is not transferred such third parties; are also deemed to be goods in stock, goods that after having been alienated, have again become the property of the Constituant as a result of a resolution, termination or repossession.

4. Intellectual Property

The universality of all existing and future intellectual property rights, including, as the case may be, any patents and patent applications, copyrights, including in any software, drawings, and manuals, trademarks, registered or not, including any goodwill, confidential information, third party licences, usage licences, and any and all similar agreements, as well as any permits or any other rights which the Constituant possesses or later acquires, relating directly or indirectly thereto (hereinafter sometimes collectively called the "Intellectual Property").

5. Securities

The universality of all existing and future notes, titles of claims obligations, debentures, shares and any other securities held by the Constituant including any renewal, substitution and addition or other property or securities issued or received upon the purchase, repurchase, conversion or cancellation or upon any other transformation of the said securities.

6. Contractual Rights

All rights, title and interests of the Constituant, present or future in any contract, lease, offer to lease, agreements, and/or any similar agreements, supply contracts and in any other document pertaining to the business and operations of the Constituant.

7. Other Property

Without limiting the generality of the foregoing, the following existing and future property (the "other property"), to the extent they are not already

included in the foregoing descriptions, and are also affected by the hypothecs and the other rights constituted hereunder:

- a) all claims, effects or sums of money from the licensing, lease, rental, sale or other disposition of the Secured Property, as they may be, as well as any property acquired in replacement thereof being understood that this provision shall not be interpreted as allowing the Constituant to dispose of or charge the Secured Property in violation of the other provisions hereof or of the Agreement);
- b) All insurance and expropriation rights or indemnities pertaining directly or indirectly to the Secured Property;
- c) all other rights relating directly or indirectly to the Secured Property as well as the fruits and revenues generated thereby;
- d) all titles, registers, invoices, contracts, securities and other documents which the Constituant shall receive or have the right to receive evidencing or relating directly or indirectly to the Secured Property, whatever the nature of their support or medium and whatever their form;
- e) all claims, effects or sums of money from the sale or other alienation of permits, franchises, quotas or other similar authorizations which the Constituant now possesses or may possess in the future.

D. DECLARES that the judgment to intervene herein shall constitute good and valid title to the movable property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* in favour of Plaintiff 9183-6387 Québec Inc.;

E. ORDERS Defendant, NHC Communications Inc., to surrender the property described at paragraph 18 of the *Motion to Institute Proceedings for Taking in Payment and Forced Surrender* to Plaintiff within 48 hours of the service of the judgment to be rendered pursuant hereto, failing which Plaintiff be entitled to obtain the said movable property hereinabove described by force, by the issuance of a Writ of Possession with the assistance of the police or a locksmith to open the doors;

F. THE WHOLE with costs.

(S) ~~Me André Dion~~

COPIE CONFORME

André Dion
Greffier adjoint

Me André Dion
Greffier spécial

CANADA

SUPERIOR COURT

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL
NO.: 500-17-038240-076

9183-6387 QUEBEC INC.

Plaintiff

- vs -

NHC COMMUNICATIONS INC.

Defendant

**CERTIFICATE OF NON-APPEAL
(NAPP)**

I, the undersigned, Deputy Clerk of this Court, hereby certify that the time allowed for the appeal against the judgment rendered in this case on October 4, 2007 has expired, and that no inscription in appeal has been made, no application for nullity has been filed and no motion for revocation or rectification has been presented against the judgment on the date of this certificate.

Signed in Montréal, this _____ day of _____, 2007

2007 NOV. 23

Deputy Clerk

OLIVETTE DUBOIS
GREFFIER ADJONCTE

PATENT