

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Quantis Formulations Inc.	01/21/2005
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Creation Through Trade LLC
<b>Street Address:</b>	3823 North Clark St.
<b>Internal Address:</b>	Unit #1
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60613
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6973389
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(514)288-8389
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	514-847-4333
<b>Email:</b>	adaoud@ogilvyrenault.com
<b>Correspondent Name:</b>	Ogilvy Renault LLP
<b>Address Line 1:</b>	1981 McGill College
<b>Address Line 2:</b>	Suite 1600
<b>Address Line 4:</b>	Montreal, CANADA H3A 2Y3
<b>NAME OF SUBMITTER:</b>	Alexandra Daoud (Reg. 55,992)

Total Attachments: 12  
 source=AssignCREATION#page1.tif  
 source=AssignCREATION#page2.tif  
 source=AssignCREATION#page3.tif  
 source=AssignCREATION#page4.tif

**500656006**

**PATENT  
 REEL: 021570 FRAME: 0260**

**CH \$40.00 6973389**

source=AssignCREATION#page5.tif  
source=AssignCREATION#page6.tif  
source=AssignCREATION#page7.tif  
source=AssignCREATION#page8.tif  
source=AssignCREATION#page9.tif  
source=AssignCREATION#page10.tif  
source=AssignCREATION#page11.tif  
source=AssignCREATION#page12.tif

**Assignment in favour of CREATION THROUGH TRADE LLC**

- i) Certificate of appointment dated July 15, 2004 stating Primeau Proulx & Associés Inc. will act as trustees in the bankruptcy of Quantis Formulations Inc.**

To: PRIMEAU LON JEUILL, Superintendent  
of Bankruptcy Canada

des faillites Canada

of Bankruptcy Canada

An agency of  
Industry Canada

An Agency of  
Industry Canada

District de QUÉBEC

No division: 01 - Montreal

No cour: 500-11-023490-044

No dossier: 41-320541

Dans l'affaire de la faillite de:

QUANTIS FORMULATION INC.

Débiteur

PRIMEAU PROULX & ASSOCIÉS INC.

Syndic

ADMINISTRATION ORDINAIRE

Ouverture de la faillite: 15 juillet 2004

Cautionnement: \$0

Date et heure de faillite: 15 juillet 2004, 08:58

Date de nomination du syndic: 15 juillet 2004

Assemblée des créanciers: 2 août 2004, 10:30  
5, Place Ville Marie, 8e étage  
Montréal, QUÉBEC

Président: Séquestre officiel

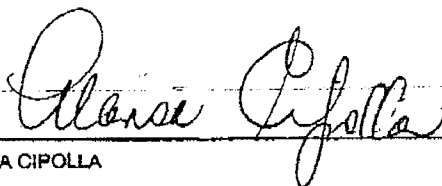
CERTIFICAT DE NOMINATION - Article 49: Règle 85

Je soussigné, séquestre officiel pour ce district de faillite, certifie par  
les présentes que:

- le débiteur susmentionné a déposé une cession en vertu de l'article 49 de  
la Loi sur la faillite et l'insolvabilité.
- le syndic susmentionné a dûment été nommé syndic de l'actif du débiteur;

Ledit syndic doit:

- déposer entre mes mains, sans délai, un cautionnement pour la somme  
susmentionnée;
- expédier par la poste à tous les créanciers, dans les cinq jours qui  
suivent la date de sa nomination, un avis de la faillite; et
- le cas échéant, convoquer de la manière prescrite une première assemblée  
des créanciers, qui aura lieu à la date et à l'endroit susmentionnés, ou  
à telle autre date et tel autre endroit, selon ce que pourra demander  
plus tard le séquestre officiel.



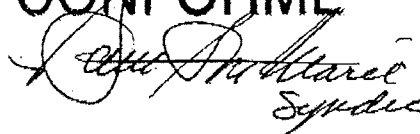
MARISA CIPOLLA

Séquestre officiel

5, Place Ville Marie, 8e étage, Montréal, QUÉBEC, H3B 2G2, 514/283-8192

COPIE  
CONFORME

Canada



Syndic

PATENT  
REEL: 021570 FRAME: 0263

**Assignment in favour of CREATION THROUGH TRADE LLC**

**ii) Asset Purchase Agreement dated January 21, 2005 in which Primeau Proulx & Associés Inc., trustees in the bankruptcy of Quantis Formulations Inc., have agreed to sell and transfer the Purchased Assets to Creation Through Trade LLC**

## ASSET PURCHASE AGREEMENT

**BETWEEN:** CREATION THROUGH TRADE LLC, a legal person duly incorporated according to law, herein acting and represented by Roman Milikovsky, duly authorized, as he so declares,  
  
(the "Purchaser")

**AND:** PRIMEAU PROULX & ASSOCIÉS INC., trustee to the Bankruptcy of Quantis Formulation Inc., herein acting and represented by Robert Ste-Marie, duly authorized, as he so declares,  
  
(the "Vendor")

**WHEREAS** the Vendor declares having been duly appointed as the trustee to the Bankruptcy of Quantis (as such term is hereinafter defined);

**WHEREAS** the Vendor has agreed to sell and transfer the Purchased Assets (as such term is hereinafter defined) to the Purchaser and the Purchaser has agreed to purchase the Purchased Assets from the Vendor, the whole in accordance with the terms and conditions set forth herein;

**NOW THEREFORE**, the Parties agree as follows:

### 1. INTERPRETATION

#### 1.1 Definitions. In this Agreement:

- 1.1.1 "Agreement" means this asset purchase agreement and all attached schedules as supplemented, amended, restated or replaced from time to time;
- 1.1.2 "Business Day" means a day other than a Saturday or Sunday, on which Canadian chartered banks are open for the transaction of domestic business in Montreal, Quebec;
- 1.1.3 "Encumbrances" means any encumbrance of whatsoever nature, kind or description and includes a security interest, mortgage, lien, hypothec, pledge, prior claim, assignment, charge, trust or deemed trust (whether contractual, statutory or howsoever otherwise arising), a voting trust or pooling agreement with respect to securities, a right of first refusal, pre-emptive right, easement, servitude, homologated line, reserve, restrictive covenant, encroachment or other survey or title defect, any adverse claim, or any restriction or limitation;
- 1.1.4 "Parties" means, collectively, the Purchaser and the Vendor, and "Party" means any one of them;

1.1.5 "Person" is to be broadly interpreted and includes an individual, firm, corporation, company, cooperative, body corporate, legal person, moral person, partnership, joint venture, trust, association, unincorporated organization, any governmental body or any other entity recognized by law;

1.1.6 "Purchased Assets" means, all of the assets of Quantis in the possession of the Trustee as of the date hereof including, without limitation:

1.1.6.1 all of the rights, titles and interest of Quantis in all of its intellectual property rights of whatsoever nature, kind or description including, without limitation, all trade-marks, logos, trade names, copyrights, inventions, patents, trade secrets, licenses, sub-licenses, know-how, proprietary and confidential information, technologies, softwares, industrial designs and all registrations and applications in respect of any of the foregoing items, as well as all renewals, modifications and extensions of any of the foregoing items,

1.1.6.2 all of the rights, titles and interest of Quantis in the goodwill related to its business including, without limitation, the customer list, the web sites, the right to all telephone, telex and telecopier numbers and to all e-mail addresses and domain names, all other information related to its business, as well as the exclusive right of the Offeror to represent itself as carrying on the business previously carried on by Quantis and the exclusive right to use the trade names forming part of the intellectual property rights,

1.1.6.3 all of the rights, titles and interest of Quantis in the assets described in Schedule "A" attached hereto,

1.1.6.4 all of the rights, titles and interest of Quantis in all computer hardware, computer memory, information storage, manuals and documentation related to marketing economic analysis and all other tangible property used in connection with its business, including, without limitation, those described in Schedule "B" attached hereto, and

1.1.6.5 all of the rights, titles and interest of Quantis, if any, in the other assets used in connection with its business, and

1.1.7 "Quantis" means Quantis Formulation Inc.

1.2 **Number and Gender.** In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders.

1.3 **Invalidity.** In the event that any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties hereto that (i) such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement, and (ii) this Agreement shall be construed as if the invalid or

unenforceable provision had been more narrowly drawn so as to conform with all applicable laws.

- 1.4 **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written or oral, among the Parties, including the offer to purchase assets sent by the Purchaser to the Vendor and accepted by the latter.
- 1.5 **Amendment.** This Agreement may be amended, modified or supplemented only by written agreement signed by all of the Parties.
- 1.6 **Waiver of Rights.** Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 1.7 **Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec. Each Party irrevocably submits to exclusive jurisdiction of the courts of the Province of Quebec with respect to any matter arising hereunder or related hereto.
- 1.8 **Currency.** Unless otherwise specified, all statements of or references to dollar amounts in this Agreement are to the lawful currency of Canada.
- 1.9 **Preamble and Schedules.** The Preamble hereof and the Schedules attached hereto form an integral part of this Agreement and are incorporated herein by this reference.

## 2. PURCHASE AND SALE OF ASSETS

- 2.1 **Purchase and Sale.** The Purchaser, in reliance upon the representations, warranties and covenants of the Vendor contained herein and subject to the terms hereof, hereby purchases from the Vendor, and the Vendor hereby sells, assigns and transfers to the Purchaser, effective as of the date hereof, the Purchased Assets in consideration of the payment by the Purchaser to the Vendor of an amount of CDN\$ 60,000 plus any applicable taxes, if any.
- 2.2 **No Assumption of Liabilities.** The Parties agree that the Purchaser is not assuming and shall not be responsible for any liabilities, debts and obligations of the Vendor or of Quantis, of whatsoever nature, kind or description, whether absolute, accrued, contingent or otherwise and whether arising prior or subsequent to the date hereof.
- 2.3 **Vendor's Deliveries.** On the date hereof, the Vendor shall have delivered to the Purchaser:

2.3.1 the Purchased Assets;



- 2.3.2 the consents and approvals of all Persons required in order to consummate the transaction contemplated herein; and
- 2.3.3 all such deeds, assignments and other instruments of transfer and conveyance evidencing the transfer of the Purchased Assets as the Purchaser or its counsel may reasonably require.

### 3. REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of the Vendor.** The Vendor hereby represents and warrants to the Purchaser that the following representations and warranties are true and complete as of the date hereof and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the transactions contemplated hereby and that the Purchaser would not have entered into this Agreement without same:

3.1.1 **Vendor's Authority to enter into Agreement.** The Vendor has all necessary power and capacity to enter into this Agreement and the other agreements contemplated herein and to consummate the transactions contemplated hereby and thereby. All necessary action (corporate and otherwise) has been taken by the Vendor in order to authorize the execution and delivery of this Agreement and the other agreements contemplated herein and to consummate and perform the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other agreements contemplated herein and the performance of the transactions contemplated hereby and thereby will not, with or without the giving of notice and/or the passage of time, or both, violate any provision of any applicable law, or require any consent or approval of, or any filing with or notice to, any third party, governmental or otherwise, other than such consents, approvals, filings or notices which have been obtained by the Vendor prior to the date hereof. Without limiting the generality of the foregoing, there is no restriction or limitation on the power of the Vendor to sell, transfer or assign the Purchased Assets. This Agreement and the other agreements contemplated herein constitute valid and binding obligations of the Vendor enforceable against it, in accordance with their respective terms;

3.1.2 **Purchased Assets Free and Clear.** The Vendor is the legal and beneficial owner of the Purchased Assets, with good and marketable title, and has full power and authority to convey and transfer legal and beneficial ownership of the Purchased Assets to the Purchaser, free and clear of all Encumbrances. There are no outstanding agreements, options or understandings, nor is there any outstanding right capable of becoming an agreement, option or understanding for the purchase of any of the Purchased Assets; and

3.1.3 **Residence.** The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and the *Taxation Act* (Quebec).

3.2 **Exceptions.** The Vendor makes no representation and/or warranty and this Agreement shall not be construed as containing any legal, contractual or other representations or warranties in respect to the condition and/or value of the Purchased

Assets included in this transaction or in respect to latent or other defects which may affect said Purchased Assets. Furthermore, the Purchaser acknowledges having examined the Purchased Assets in all their aspects and declares being completely satisfied with the state of said Purchased Assets. The Vendor shall not assume or be bound, in any manner whatsoever, by warranties or representations given by any person or persons, other than itself, in respect to said Purchased Assets. Furthermore, the Purchaser agrees to take possession of said Purchased Assets in the state they were at the time of their examination by the Purchaser.

**4. GENERAL**

4.1 **Costs.** Each Party agrees to pay all expenses, fees and costs, including legal, accounting and consulting expenses incurred by it in connection with the transactions contemplated hereby.

4.2 **Notice.** All communications hereunder shall be given in writing and sent by telecopier, or delivered by hand, at the following addresses:

if to the Purchaser:                      Creation Through Trade LLC  
3823 North Clark St.  
Unit #1  
Chicago, IL 60613

Attention: Roman Milikovsky

Telecopier:

if to the Vendor:                      Primeau Proulx & Associés Inc.  
Place Montérégie  
101 Roland-Therrien Boulevard  
Suite 380  
Longueuil, Quebec  
J4H 4B9

Attention: Robert Ste-Marie

Telecopier: (450) 670-1542

with a copy in all cases to:        **LAPOINTE ROSENSTEIN**  
1250 René-Lévesque Blvd. West  
Suite 1400  
Montreal, Quebec  
H3B 5E9

Attention: Me Jonathan Dorval

Telecopier: (514) 925-5059

or at such other address as any of the parties may have previously indicated in writing in conformity with the foregoing. Any such communication shall be deemed to have been received on the first Business Day following actual receipt.

- 4.3 **Further Assurances.** Each Party shall do such acts and shall execute such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within its power as any other Party may in writing at any time and from time to time reasonably request be done and or executed, in order to give full effect to the provisions of this Agreement.
- 4.4 **Counterparts.** This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.
- 4.5 **Language.** The Parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

IN WITNESS WHEREOF, the Parties have duly executed this agreement as of January 21, 2005.

CREATION THROUGH TRADE LLC

Per: *R. Milikovsky*  
Roman Milikovsky

PRIMEAU PROULX & ASSOCIÉS INC.,  
trustee to the bankruptcy of Quantis  
Formulation Inc.

Per: *Robert Ste-Marie*  
Robert Ste-Marie

(#844759-v3)

## SCHEDULE "A"

- (i) U.S. Patent Application No. 09/980,163 and 60/152,457 or application which derives priority from either of U.S. Patent Application No. 09/980,163 and 60/152,457;
- (ii) Canadian Patent Application No. 2,382,523;
- (iii) Chinese Patent Application No. 00819951.5;
- (iv) European Patent Application No. 00955992.3;
- (v) Mexican Patent Application No. Pa/A/2003/001818;
- (vi) Australian Patent Application No. AU20000068132D;
- (vii) Copyrights and moral rights to Quantisweb and related software, in both object and source code;
- (viii) "Quantis" trade name;
- (ix) Any copyright, trade secret, or other proprietary information rights regarding manuals or other written, graphical, pictorial, or other information regarding operation, use, maintenance, or testing of the Quantisweb and related software.

## SCHEDULE "B"

Dedicated server      Fonction

1	Serveur Web (Front-end 1)
	Disques internes
	512MB
	Carte Réseau
2	Serveur Web (Front-end 2)
	Disques internes
	512MB
	Carte Réseau
3	Serveur SQL (Cluster -1) +cpu
	Disques internes
	Carte Raid
	Carte Réseau
	512MB
	Cpu-2
3 et 4	Tour à disque (partagée)
4	Serveur SQL (Cluster -2)
	Disques internes
	Carte Raid
	Carte Réseau
	512MB
	Cpu-2
5	Domain Ctrl-1
	Disques internes
	Carte Réseau
6	Domain Ctrl-2
	Disques internes

Dedicated server      Fonction

	Carte Réseau
7	Serveur Pré-Pod - Sql-1
	Disques internes
	512MB
	+256M
	Carte Ra
	Carte Réseau
9	Serveur Staging-1
	Disques internes
	+128MB
	+256MB
	Carte Raid
	Carte Réseau