

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Creation Through Trade LLC	03/16/2005
RECEIVING PARTY DATA	
Name:	PRODUCT OPTIMIZATION SYSTEMS, INC.
Street Address:	3823 North Clark Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60613
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6973389
CORRESPONDENCE DATA	
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Address Line 4:	Montreal, CANADA H3A 2Y3
NAME OF SUBMITTER:	Alexandra Daoud (Reg. 55,992)
Total Attachments: 6 source=AssignPRODUCT#page1.tif source=AssignPRODUCT#page2.tif source=AssignPRODUCT#page3.tif source=AssignPRODUCT#page4.tif source=AssignPRODUCT#page5.tif source=AssignPRODUCT#page6.tif	

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PATENT

Assignment in favour of PRODUCT OPTIMIZATION SYSTEMS, INC.

i) Assignment and Assumption Agreement dated March 16, 2005 whereby Creation Through Trade LLC assigns all their rights, titles and interests in and to all the Purchase Assets to Product Optimization Systems, Inc.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Assignment**") is entered into on March 16, 2005, by and between Product Optimization Systems, Inc., a Nevada corporation ("**Assignee**"), and Creation Through Trade LLC, a New Hampshire limited liability company ("**Assignor**").

RECITALS

WHEREAS, Assignor and Primeau Proulx & Associés Inc. ("**PPA**"), trustee to the Bankruptcy of Quantis Formulation Inc., entered into that certain Asset Purchase Agreement, dated as of January 21, 2005, (the "**Purchase Agreement**") for the sale by PPA, and the purchase by Assignor, of the Purchased Assets (as defined in Exhibit A attached hereto);

WHEREAS, the Assignor desires to assign, and the Assignee desires to assume, the Purchased Assets;

WHEREAS, the Assignor will benefit, directly and indirectly, from the transactions contemplated hereby and desires to execute this Agreement to effect the assignment and assumption described in the preceding recital; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment and Assumption.** In exchange for 1,000,000 shares of Assignee's Common Stock, Assignor hereby grants, sells, conveys, assigns, transfers and delivers unto Assignee, and Assignee hereby accepts and assumes, free and clear of any mortgage, security, interest, pledge, lien, conditional sales agreement, charge and any other encumbrance or adverse claim of any kind whatsoever, all of Assignor's right, title and interest in and to all the Purchased Assets. The parties hereby agree that Assignee is not assuming and shall not be responsible for any liabilities, debts or obligations relating to the Purchased Assets, of whatsoever nature, kind or description, whether absolute, accrued, contingent or otherwise, arising prior to the date hereof.

2. **Assignor Covenant.** Assignor hereby covenants that it shall, at any time and from time to time, upon written request therefor, execute and deliver to Assignee, its successors and assigns, any new or confirmatory instruments which may be reasonably necessary in order to protect or fully assign and transfer to and vest in Assignee, or its successors and assigns, all of Assignor's right, title and interest in and to the Purchased Assets.

3. **Entire Agreement.** This Assignment, together with all exhibits hereto, constitutes the entire agreement and understanding between and among the parties hereto with respect to the matters set forth herein, and supersedes and replaces any prior agreements and understandings, whether oral or written, between and among them with respect to such matters.

4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts executed and performed in such State giving effect to conflicts of laws principles.

5. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile, each of which will be deemed an original but all of which together will constitute one and the same agreement.

6. **Assignment.** This Agreement shall be binding upon and inure to the benefit of, the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first written above.

PRODUCT OPTIMIZATION SYSTEMS, INC.,
a Nevada corporation

By:


Dmitry Milikovsky, Secretary and Treasurer

CREATION THROUGH TRADE LLC,
a New Hampshire limited liability company

By:


Roman Milikovsky, Managing Member

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXHIBIT A

PURCHASED ASSETS

“**Purchased Assets**” means, all of the assets of Quantis Formulation Inc. (“**Quantis**”) transferred by PPA, as trustee in bankruptcy of Quantis Formulation Inc., to Assignor pursuant to the Purchase Agreement, including, without limitation:

- a) 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;
- b) All of the rights, title 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 Assignor 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;
- c) All of the rights, titles and interest of Quantis in the following assets:
 - 1. 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;
 - 2. Canadian Patent Application No. 2,382,523;
 - 3. Chinese Patent Application No. 00819951.5;
 - 4. European Patent Application No. 00955992.3;
 - 5. Mexican Patent Application No. Pa/A/2003/001818;
 - 6. Australian Patent Application No. AU20000068132D;
 - 7. Copyrights and moral rights to Quantisweb and related software, in both object and source code;
 - 8. “Quantis” trade name;
 - 9. 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;
- d) 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, the following:

Dedicated Server	Fonction
1	Serveur Web (Front-end 1)
	Disques internes

Dedicated Server	Fonction
	512 MB
	Carte Réseau
2	Serveur Web (Front-end 2)
	Disques internes
	512 MB
	Carte Réseau
3	Serveur SQL (Cluster-1) + cpu
	Disques internes
	Carte Raid
	Carte Réseau
	512 MB
	Cpu-2
3 et 4	Tour à disque (partagée)
4	Serveur SQL (Cluster-2)
	Disques internes
	Carte Raid
	Carte Réseau
	512 MB
	Cpu-2
5	Domain Ctrl-1
	Disques Internes
	Carte Réseau
6	Domain Ctrl-2
	Disques Internes
	Carte Réseau
7	Serveur Pré-Pod-Sql-1
	Disques Internes
	512 MB
	+256 MB
	Carte Raid
	Carte Réseau
9	Serveur Staging-1
	Disques Internes
	+128 MB
	+256 MB
	Carte Raid
	Carte Réseau

;and

- e) All of the rights, titles and interest of Quantis, if any, in the other assets used in connection with its business.