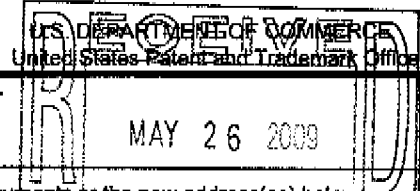


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Form PTO-1595 (Rev. 03-09)  
OMB No. 0651-0027 (exp. 03/31)

05-28-2009



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To the Director of the U.S. Patent and Trademark Office, send the attached documents or the new address(es) below.

1. Name of conveying party(ies)

MR. MARIO CAGGIANO  
(INVENTOR)

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

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

Execution Date(s) 15 MAY 2009

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License

Other INTELLECTUAL PROPERTY SALE AGREEMENT

2. Name and address of receiving party(ies)

Name: #7142871 CANADA INC.

Internal Address:

Street Address: 12365 15th AVENUE

City: MONTREAL

State: QUEBEC

Country: CANADA Zip: H1E 1T1

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)

B. Patent No.(s)

US 7,308,798 B2  
DATE OF PATENT = DEC. 18, 2007.

Additional numbers attached?  Yes  No

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

Name: MR. MARIO CAGGIANO

Internal Address:

Street Address: 12365 15th AVENUE

City: MONTREAL

State: QUEBEC, CANADA Zip: H1E 1T1

Phone Number: 514-402-3862

Fax Number: 514-494-4787

Email Address: m.caggiano@sympatico.ca

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.-

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

MONEY ORDER. (USD.)

Deposit Account Number

05/27/2009 M10M1  
Authorized User Name 00000004 7308798  
01 FC:0021

9. Signature:

*Mario Caggiano*  
Signature

MARIO CAGGIANO (INVENTOR)  
Name of Person Signing

15 May 2009  
Date

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

6

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

## INTELLECTUAL PROPERTY SALE AGREEMENT

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This Intellectual Property Sale Agreement (the "Agreement") is made and effective 15 May, 2009.

**BETWEEN:** **Mario Caggiano** (the "Seller"), Canadian citizen and residing in the Province of Quebec, Canada, at:

12365 15<sup>th</sup> avenue, Montreal (H1E 1T1)

**AND:** **# 714287-1 Canada Inc.** (the "Buyer"), a Canadian corporation (Holding Company) organized and existing under the laws of the Province of Quebec in Canada with its head office located at:

12365 15<sup>th</sup> avenue, Montreal (H1E 1T1)

WHEREAS, Seller is the owner of certain Intellectual Property identified in detail in Schedule A and Schedule B attached to this Agreement; and

WHEREAS, Buyer, wishes to irrevocably acquire the entire rights, title, and interest in the identified Intellectual Property and exploit such property.

NOW, the parties intent to be legally bound and agree as follows:

### 1. DEFINITIONS

**"Technology"** means any technology owned by Seller and sold to the Buyer, related to the IP (Patent No. US 7,308,798 B2) obtained Dec. 18, 2007 from USPTO identified as; "Explosion-Proof Dehumidification System", including, without limitation, all Intellectual property Rights and Technical Information.

**"Intellectual Property Rights"** means all Patents, Trade Marks, Copyrights, System Designs, and other intellectual property rights whether registered or not, owned by Seller and sold to the Buyer, relating to the Intellectual Property described in Schedule A.

**"Documents"** includes all information fixed in any tangible medium of expression in whatever form or format, and copies thereof.

**"Technical Information"** means all know-how and related technical knowledge of the Seller, relating to the Intellectual Property described in Schedule A including, without limitation:

- (a) All trade secrets and other proprietary know-how, public information, non-proprietary know-how and invention disclosures;
- (b) Any information of a technical or business nature regardless of its form;
- (c) All documented research, developmental, demonstration or engineering work;
- (d) All information that can be or is used to define a design or process or procedure, produce, support or operate material and equipment;

(e) All other drawings, blueprints, patterns, plans, flow charts, equipment, parts lists, software and procedures, specifications, formulas, designs, technical data, descriptions, related instructions, manuals, records and procedures.

## **2. SALE AND ASSIGNMENT OF INTELLECTUAL PROPERTY**

Seller hereby irrevocably sells and transfers to Buyer all rights, title, and interest (including but not limited to, all registration rights, all rights to prepare derivative works, all goodwill and all other rights), in and to the Intellectual Property.

## **3. CONSIDERATION**

In consideration for the sale of rights and assignment set forth in Article 2, Buyer shall pay Seller the sum of \$1.00 CDN payable no later upon confirmation of sale, which means the full amount must be received by Seller upon sale and transfer of IP. IP USPTO Patent No.: US 7.308.798 B2 "Explosion-Proof Dehumidification System".

## **4. REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants to Buyer:

- (a) Seller has the right, power and authority to enter into this Agreement;
- (b) Seller is the exclusive owners of all right, title and interest in the Technology free of any security interest, charge or encumbrance;
- (c) Seller warrants that all documents, computer records, disks and other materials of any nature of kind containing the Technology or any portion thereof have been turned over to Buyer, and that Seller will not retain the Technology, or any portion thereof, in any form whatsoever after the closing of the within transaction except as specifically permitted hereunder;
- (d) The Intellectual Property does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Seller's rights in the Intellectual Property;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- (g) Seller is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

## **5. ATTORNEY'S FEES**

Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**6. ENTIRE AGREEMENT**

This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

**7. AMENDMENT**

This Agreement may be amended only by a writing signed by both parties.

**8. SEVERABILITY**

If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

**9. NO WAIVER**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

**10. AGREEMENT TO PERFORM NECESSARY ACTS**

Buyer agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

**11. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**12. HEADINGS**

The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

**13. SURVIVAL**

Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive for (20) TWENTY years after the date of this Agreement.

**14. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**15. GOVERNING LAW**

This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the Province of Quebec, Canada.

IN WITNESS WHEREOF, the parties have executed this Agreement on 15 May, 2009, in Montreal, Quebec, Canada, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

SELLER

BUYER

  
Authorized Signature

  
Authorized Signatures

Mario Caggiano  
Print Name and Title

Mario Caggiano -Pres. / Gabriella Barassi - Dir.  
Print Names and Titles