PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	certificate

CONVEYING PARTY DATA

Name	Execution Date
Navlynx Technologies Inc.	10/06/2006

RECEIVING PARTY DATA

Name:	Northwater Intellectual Property Fund L.P.1
Street Address:	Suite 4700-181 Bay Street
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5J 2T3

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6240365
Patent Number:	6584403

CORRESPONDENCE DATA

Fax Number: (416)360-0671
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (416) 360-5435
Email: kpillay.ot@gmail.com
Correspondent Name: Michael Cannata
Address Line 1: Suite 4700-181 Bay Street
Address Line 4: Toronto, ONTARIO M5J 2T3

NAME OF SUBMITTER:	kevin pillay

Total Attachments: 21
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Court File Nos. 32-150886

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

THE HONOURABLE	) FRIDAY, THE 6th
	)
JUSTICE LEDERMAN	) OCTOBER , 2006

SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

IN THE MATTER OF NAVLYNX TECHNOLOGIES INC., in bankruptcy,

APPLICATION TO SELL THE INTELLECTUAL PROPERTY

ORDER

THIS MOTION, made by BDO Dunwoody Limited (the "Trustee") in its capacity as bankruptcy trustee of NavLynx Technologies (Canada) Inc. and NavLynx Technologies Inc. (collectively, "NavLynx") to approve the Trustee's activities, to approve the sale of certain assets of NavLynx to Northwater Intellectual Property Fund L.P. 1 ("Northwater"), and to vest the right, title and interest of NavLynx in and to the Purchased Assets in Northwater, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion and the Affidavit of Darryl McConnell, sworn September 21, 2006, on hearing the submissions of counsel for the Trustee, and upon Frank Bunn, FCB Capital Management Inc., 1160267 Ontario Inc., William C. Behrndt III, MapFusion Corp., and Northwater failing to appear, although properly served,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Application Motion is hereby validated and abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that conduct of the Trustee as described in the Affidavit of Darryl McConnell sworn September 21, 2006, including without limitation the

Trustee's conduct in relation to the aborted purchase of certain assets of NavLynx by MapFusion Corp., be and the same is hereby approved.

3. **THIS COURT ORDERS** that the letter agreement between the Trustee and Northwater dated September 20, 2006 (attached as Schedule "A" to this order) (**the "Agreement"**) and the purchase and sale transaction contemplated therein (**collectively, the "Transaction"**) be and the same are hereby approved, and that the Trustee is hereby authorized and directed to complete the Transaction in accordance with the terms and conditions of the Agreement.

4. **THIS COURT ORDERS** that the Trustee be and it is hereby authorized, in completing the Transaction, to execute and deliver such additional or ancillary documents as the Trustee, in its sole discretion, may deem to be reasonably necessary or advisable to conclude the Transaction.

5. **THIS COURT ORDERS AND DECLARES** that: (a) upon payment by Northwater to the Trustee of the sums specified in Articles 2.1 and 5.3 of the Agreement; and (b) the filing with this Court by Northwater of a Certificate substantially in the form attached as **Schedule "B"** executed by the Trustee; the assets described in the Agreement as the "Purchased Assets" (the "**Purchased Assets**") shall be vested absolutely in Northwater and its successors and assigns free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), mortgages, liens (whether contractual, statutory or otherwise) or other encumbrances whether or not they have attached or been perfected ("**Encumbrances**") and free and clear of the claims of any other persons.

6. **THIS COURT ORDERS** that the proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets and that all Encumbrances shall attach to the sale proceeds in the hands of the Trustee with the same priority as they had with respect to the Purchased Assets.

7. **THIS COURT ORDERS** that, after retaining such amounts as are necessary to pay its fees and expenses, the Trustee be and is hereby authorized and directed to pay

the balance of the proceeds from the sale of the Purchased Assets to FCB Capital Management Inc.

8. **THIS COURT ORDERS** that Northwater be and is hereby authorized to seek such further and other orders from this Court, as may be necessary or desirable to complete the Transaction and to vest the Purchased Assets in Northwater as contemplated by this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

OCT 0 6 2006

PER/PAR

Schedule "A"

8.

September 20, 2006

Mr. Darryl R. McConnell, CGA, CIRP, CFE
Vice President
BDO Dunwoody Limited
1 City Centre Drive
Suite 1040
Mississauga, Ontario
L5B 1M2

Re: Estate of Navlynx Technologies Inc. and Navlynx Technologies (Canada) Inc. (the "**Bankrupts**")

Dear Mr. McConnell:

Northwater Intellectual Property Fund, L.P. 1, by its general partner Northwater IP 1 GP Inc. (the "**Purchaser**") hereby offers to purchase from you, as Trustee in Bankruptcy, (the "**Vendor**"), on the terms, for the consideration, and subject to the conditions set out in this letter (the "**Offer**"), the Purchased Assets (as hereinafter defined), such Purchased Assets being part of the assets of the Bankrupts being offered for sale by the Vendor, such Purchased Assets to be purchased with effect as and from the Time of Closing (as hereafter defined).

ARTICLE 1
DEFINED TERMS

1.1 In this Offer and the Agreement or in any amendment hereto, the following terms shall have the following meanings respectively:

(a) "**Agreement**" means the agreement resulting from the acceptance of this Offer.

(b) "**Closing Date**" means twenty-one (21) days following the acceptance of this Offer.

(c) "**Intellectual Property**" means:

(i) all Patents, including the Patents described in Schedule "A" hereto, and all inventions (whether patentable or unpatentable and whether or not reduced to practice);

(iii) all copyrights in copyrightable works, and all other rights of authorship, worldwide, and all applications, registrations and renewals in connection therewith;

(iv) all trade secrets and confidential business and technical information (including ideas, research and development, know-how, formulas, technology, compositions, manufacturing and production processes and

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techniques, technical data, engineering, production and other designs, plans, and drawings, industrial models, software, specifications);

(v) all computer and electronic data, data processing programs, documentation and software, both source code and object code (including flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes, computer databases and similar items), computer applications and operating programs;

(vi) all copies and tangible embodiments of any or all of the foregoing (in whatever form or medium, including electronic media); and

(vii) all other proprietary, intellectual property and other rights relating to any or all of the foregoing, including, in each case, any such rights related to any such items in any and all jurisdictions, worldwide.

(d) **"Patent"** means any patents or patent application, or pending, lapsed or abandoned patent, including:

(i) all related continuation, divisional and continuation-in-part applications, and all other applications claiming priority from a patent or patent application later filed in any country;

(ii) any patent or application claiming patentable subject matter that is disclosed in any patent or patent application;

(iii) all patents issuing from patent applications;

(iv) all extensions, reissues or re-examinations of any of the above; and

(v) all rights to bring a legal action for infringement of the patents or patent applications or any of the rights listed in the preceding paragraphs (i) through (iv) and the right to any damages resulting from such infringement.

(e) **"Purchased Assets"** means all of the Intellectual Property owned by, or registered in the name of, the Bankrupts, including without limitation, all of the Patents described in Schedule "A" hereto.

(f) **"Time of Closing"** means 12:00 o'clock noon Toronto time on the Closing Date or such other time as may be agreed to by the parties.

ARTICLE 2
PURCHASE PRICE

2.1 The purchase price for the Purchased Assets shall be the sum of $) (Canadian funds).

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2.2 The Purchaser shall pay, in addition to the said purchase price, all applicable federal and provincial sales taxes in connection with the purchase by the Purchaser hereunder of the Purchased Assets and the Purchaser hereby agrees to indemnify and save the Vendor harmless against any such amounts and agrees that this indemnification shall survive the closing of the purchase and sale contemplated hereby.

2.3 The said purchase price shall be paid as follows:

(a) $[ ] by certified cheque payable to the Vendor, to be delivered to the Vendor with this Offer, to be dealt with in accordance with the provisions of paragraphs 2.4; and

(b) the balance of the purchase price shall be paid by certified cheque or bank draft payable to the Vendor on Closing.

2.4 If this Offer is accepted by the Vendor, then the deposit cheque referred to in paragraph 2.3(a) above shall be cashed by the Vendor and if the transaction of purchase and sale contemplated hereby:

(a) is completed in accordance with the provisions hereof, then the said deposit shall be applied toward the purchase price for the Purchased Assets; or

(b) is not completed in accordance with the provisions hereof for any reason other than the default of the Purchaser and the Purchaser elects to rescind or terminate this agreement, then the said deposit shall be promptly returned by the Vendor to the Purchaser without deduction, without prejudice to any other rights that Purchaser may have.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 The Vendor, by acceptance of this Offer, shall thereupon be deemed to have made the following representations and warranties, and acknowledges that the Purchaser is relying thereupon in connection with the purchase by the Purchaser of the Purchased Assets:

(a) FCB Capital Management Inc. (the "**Lender**") holds one or more general security agreements (the "**Security**") against the undertaking, property and assets of the Bankrupts, financing statements in respect of which have been registered in the Personal Property Security Registration System ("**PPSRS**");

(b) The Security is valid and enforceable;

(c) The Vendor has been validly and effectively appointed as Trustee in Bankruptcy for the Bankrupts and, subject to court approval and the other terms of this Offer, has the full legal power, right and authority to enter into this Agreement and to sell, convey and transfer its right, title and interest, if any, in and to the Purchased Assets to the Purchaser as provided for in this Agreement;

//

(d) At the Time of Closing, the Vendor shall not have sold, encumbered, transferred, alienated or charged its interest, if any, in the Purchased Assets; and

(e) The Vendor and the Bankrupts are residents of Canada within the meaning of the *Income Tax Act* (Canada).

The Purchaser acknowledges and agrees that the Vendor is selling the Purchased Assets on an "as is, where is" basis as they exist on the Closing Date. The Purchaser further acknowledges that it has entered into this Agreement on the basis that the Vendor does not represent or guarantee that it has any title to or interest in any of the Purchased Assets, and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. Except as set forth in paragraphs 3.1(a) to (e), no representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality, assignability or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell them save and except as expressly represented or warranted in this Agreement.

For greater certainty, and without limiting the generality of the other terms in section 3.1, the Purchaser specifically acknowledges and agrees that it is willing to complete this transaction despite the following circumstances:

(a) Frank Bunn, the former principal of the Bankrupts, denies that the Bankrupts and the Vendor have any right, title or interest to some or all of the Purchased Assets;

(b) certain of the Purchased Assets, including patents and patent applications, are not registered in the name of the Bankrupts or the Vendor, and there is no certainty that the Bankrupts had, now have, or will later have any interest in the Purchased Assets or that title could be transferred to the Purchaser;

(c) other parties may have an interest in some or all of the Purchased Assets;

(d) the Purchaser may be required to engage in negotiations or litigation with Frank Bunn or others in order to be able to use or exploit the Purchased Assets and there are no assurances that such litigation or negotiations will be successful;

(e) the Vendor has not been able to satisfy itself as to what interest, if any, the Bankrupts had in the Purchased Assets and, therefore, what interest, if any, the Vendor has in the Purchased Assets; and

(f) the Vendor's concerns about the issues in subparagraphs (a) to (e), above, were specifically communicated to the Purchaser and the Purchaser elected to enter into this Agreement despite such concerns.

3.2 The Vendor shall, at the Time of Closing, forever release, remise, discharge and quit claim in favour of the Purchaser any and all of the Vendor's right, title and interest in and to the Purchased Assets.

3.2A The Purchaser shall, by the Time of Closing, deliver to the Vendor the written consent of Frank Bunn and any corporations directly or indirectly controlled by him with respect to the sale of the Purchased Assets on the terms contained in this Offer.

3.3 The covenants, representations and warranties of the parties set forth herein shall survive the closing of the transaction contemplated hereby and, notwithstanding such closing and regardless of any investigation by or on behalf of a party with respect thereto, shall continue in full force and effect for the benefit of the intended party for a period of 2 years from the Closing Date.

ARTICLE 4
CONDITIONS OF CLOSING

4.1 This Offer and the Agreement are subject to the following conditions for the exclusive benefit of the Purchaser, and the Vendor, by its acceptance of this Offer, agrees that it will perform and comply with or will cause to be performed and complied with such of the said conditions as relate to matters within its control at or before the Time of Closing:

(a) The representations and warranties of the Vendor contained herein shall be true and correct at the Time of Closing with the same force and effect as if such representations and warranties were made at and as of such time and the Vendor shall have complied with all covenants of the Vendor contained herein and the Vendor shall have delivered to the Purchaser a certificate to that effect at the Time of Closing;

(b) No actions or proceedings at law or in equity shall be pending or threatened by any person, firm, corporation, governmental authority or agency to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets or the use of any such assets by the Purchaser after the Closing Date and the Vendor shall have delivered to the Purchaser a certificate to that effect at the Time of Closing;

(c) All of the Purchased Assets shall, at the Time of Closing, be transferred to the Purchaser hereunder;

(d) The Vendor shall have delivered to the Purchaser evidence in writing that the Lender has approved of, and consented to, the sale of the Purchased Assets by the Vendor to the Purchaser;

(e) Prior to the Time of Closing, the Vendor shall have obtained an order from the Ontario Superior Court of Justice In Bankruptcy and Insolvency (Commercial List) (the "**Vesting Order**"): (i) authorizing and directing the Trustee to sell the Purchased Assets to the Purchaser on the terms set out in this Agreement, and (ii) vesting all of the right, title, and interest of the Trustee in the Purchased Assets in the Purchaser free and clear of all encumbrances; and

(f) No proceedings to appeal, or seek leave to appeal, or vary or set aside the Vesting Order are outstanding.

In the event that any of the foregoing conditions are not fully performed at or prior to the Time of Closing, the Purchaser may, notwithstanding any intermediate acts or negotiation, terminate the Agreement and, in such event, the Purchaser shall be released from all obligations hereunder and, unless the Vendor does not take those actions or proceedings or deliver the documents it is required to do so by the terms of this Agreement, then the Vendor shall also be released from its obligations hereunder (save and except to deal with the deposit as herein provided); provided, however, that the Purchaser shall be entitled to waive compliance with any of such conditions, in whole or in part, if it sees fit to do so without prejudice to its rights of termination in the event of non-performance of any other condition, obligation or covenant in whole or in part.

ARTICLE 5
CLOSING

5.1 The purchase and sale provided for herein shall take place on the Closing Date at the Time of Closing at the office of the Purchaser's solicitor at Suite 1600, 1 First Canadian Place, 100 King St. West, Toronto, Ontario M5X 1G5, or at such other place as the parties may mutually agree upon.

5.2 At or prior to the Time of Closing, the Vendor shall execute and deliver (or cause to be executed and delivered) to the Purchaser's solicitors under appropriate trust conditions an executed Bill of Sale in the form attached hereto as Schedule "B", and all such other deeds, bills of sale, assignments, whether or not in registrable form, and other documents and assurances as may be reasonably requested by the Purchaser to convey the Purchased Assets to the Purchaser pursuant hereto in exchange for the purchase price provided for herein. Any such deeds, bills of sale, assignments and other documents and assurances shall not contain any covenant or representation except as set out herein.

5.3 At the Time of Closing, the Purchaser shall reimburse the Vendor for all reasonable costs and disbursements incurred by the Vendor and its solicitors to complete the sale of the Purchased Assets and bring a motion for sale approval and a Vesting Order (collectively, the "Trustee Expenses") up to a maximum of $. To obtain payment of the Trustee Expenses, the Vendor may deliver to the Purchaser a letter certifying the amount of Trustee Expenses incurred. Nothing shall require the Vendor or its solicitors to disclose confidential or privileged information relating to the Trustee Expenses, such as time dockets.

ARTICLE 6
NOTICES

6.1 All notices required or permitted to be given pursuant hereto shall be in writing and shall be deemed to be sufficiently given if delivered personally or by overnight courier and shall be deemed to be given at the time of such delivery. For the purposes of this Offer, the addresses of the parties are as follows:

(a) in the case of the Purchaser, to:

Northwater Intellectual Property Fund, L.P. 1
c/o Northwater IP 1 GP Inc.
BCE Place

181 Bay Street, Suite 4700
Toronto, Ontario
Canada M5J 2T3
Attention: Scott C. Henshaw

(b) and, in the case of the Vendor, to:

BDO Dunwoody Limited
1 City Centre Drive
Suite 1040
Mississauga, Ontario
L5B 1M2
Attention: Mr. Darryl R. McConnell

with a copy to:

John Birch
Cassels Brock & Blackwell LLP
2100-40 King Street West
Toronto, Ontario
M5H 3C2

ARTICLE 7
GENERAL

7.1 The parties acknowledge and agree that the purchase price referred to herein is based on the fact that this transaction has not been brought about through the efforts of any broker. If any broker or agent has been retained, his fees and expenses shall be for the account of the party retaining him.

7.2 This Offer, including the schedules hereto will constitute the entire agreement between the parties. There are not and shall not be any statements, representations, warranties, conditions, undertakings or collateral agreements between the parties other than as set forth herein. This Offer may not be amended or modified in any respect, except by written document signed by both parties.

7.3 Time shall be of the essence of this Offer and the Agreement.

7.4 This Offer and the Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Ontario.

7.5 Neither this Offer nor the Agreement may be assigned by the Vendor and any such purported assignment shall be void. The Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

7.6 From time to time, subsequent to the Time of Closing, the Vendor shall at the request and expense of the Purchaser, execute and deliver and shall take reasonable steps to

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cause the Lender to execute and deliver, such additional conveyances, transfers and other assurances as may, in the opinion of the Vendor and the Purchaser or their respective solicitors, acting reasonably, be required to effectively carry out the intent of this Agreement and to transfer the Purchased Assets to the Purchaser as contemplated hereby.

ARTICLE 8
ACCEPTANCE OF OFFER

8.1 This Offer is open for acceptance by the Vendor in the manner indicated below up to 12:00 p.m. (Toronto time) on September 22, 2006 and if not accepted at or prior to such time, shall thereafter be null and void. Until such time, this Offer shall be irrevocable by the Purchaser.

[The remainder of this page intentionally left blank]

8.2 If you wish to accept this Offer, please so indicate by signing and delivering the accompanying copy of this Offer within the time limited above.

DATED at Toronto, this 20th day of September, 2006.

NORTHWATER INTELLECTUAL PROPERTY FUND, L.P. 1, by its general partner NORTHWATER IP 1 GP INC.

Per: ______________________
Scott C. Henshaw
Vice President

Per: ______________________
James D. Sinclair
Vice President

BDO DUNWOODY LIMITED, as Trustee in Bankruptcy of **NAVLYNX TECHNOLOGIES INC.** and **NAVLYNX TECHNOLOGIES (CANADA) INC.** hereby accepts and agrees to the foregoing Offer.

BDO DUNWOODY LIMITED, in its capacity as trustee of the Estates of NAVLYNX TECHNOLOGIES INC. and NAVLYNX TECHNOLOGIES (CANADA) INC. and not in its personal capacity

Per: ______________________
Authorized Signing Officer

SCHEDULE "A"

PATENTS

United States Patent No. 6,240,365
AUTOMATED VEHICLE TRACKING AND SERVICE PROVISION SYSTEM

United States Patent No. 6,584,403
AUTOMATED VEHICLE TRACKING AND SERVICE PROVISION SYSTEM

United States Patent Application Publication No. 20010018639
AUTOMATED VEHICLE TRACKING AND SERVICE PROVISION SYSTEM

United States Patent Application Publication No. 20020110098
SYSTEM AND METHOD FOR MULTIPLEXING WIRELESS DEVICES

Canadian Application No. CA2368629
SYSTEM AND METHOD FOR MULTIPLEXING WIRELESS DEVICES

Canadian Application No. CA2227664
AN AUTOMATED VEHICLE TRACKING AND SERVICE PROVISION SYSTEM

Canadian Application No. CA2331558
SYSTEM AND METHOD FOR MULTIPLEXING WIRELESS DEVICES

SCHEDULE "B"

BILL OF SALE

THIS BILL OF SALE is made as of the ____ September, 2006:

BETWEEN:

BDO DUNWOODY LIMITED, as Trustee in Bankruptcy of NAVLYNX TECHNOLOGIES INC. and NAVLYNX TECHNOLOGIES (CANADA) INC.

(the "**Vendor**")

- and -

NORTHWATER INTELLECTUAL PROPERTY FUND, L.P. 1, by its general partner NORTHWATER IP 1 GP INC.

(the "**Purchaser**")

WHEREAS pursuant to an Agreement made as of ● , the Vendor, in its capacity as agent of **[secured creditor]** (the "**Bank**"), has agreed to sell, transfer and assign to the Purchaser and the Purchaser has agreed to buy all of the Vendor's and the Bank's right, title and interest, if any, in and to the assets listed on the attached Schedule "A" (the "**Purchased Assets**"), free and clear of any and all encumbrances.

NOW THEREFORE THIS BILL OF SALE WITNESSES that for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the parties hereby agree as follows:

SECTION 1 - SALE OF ASSETS

1.1 Sale of Assets. The Vendor, hereby sells, transfers and conveys to the Purchaser, all of the right, Vendor title and interest, if any, in and to the Purchased Assets.

1.2 Release. The Vendor hereby remises, releases, and forever discharges to, and quit claims in favour of, the Purchaser all of the Vendor's interests, claims and demands whatsoever to and under the Purchased Assets.

1.3 As is, Where is. The Purchaser acknowledges and agrees that the Purchased Assets are purchased on an "as is, where is" and "without recourse" basis and that it has inspected the Purchased Assets and is relying entirely on its own investigations and its inspections in proceeding with the transactions contemplated hereunder. The Purchaser further acknowledges that it has entered into this Bill of Sale on the basis that the Vendor does not guarantee title to the

Purchased Assets and that the Purchaser has conducted such inspections of the condition of and title to the Purchased Assets as it deemed appropriate and has satisfied itself with regard to these matters. No representation, warranty or condition is expressed or can be implied as to the title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein.

SECTION 2 - MISCELLANEOUS

2.1 Benefit of Agreement. This Bill of Sale and all of its provisions shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns but shall not be assignable by the Purchaser.

2.2 Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

2.3 Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile of an executed counterpart of this Bill of Sale shall be deemed to constitute due and sufficient delivery of such counterpart.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale.

NORTHWATER INTELLECTUAL PROPERTY FUND, L.P. 1, by its general partner NORTHWATER IP 1 GP INC.

Per: ______________________________
Scott C. Henshaw
Vice President

Per: ______________________________
James D. Sinclair
Vice President

BDO DUNWOODY LIMITED, in its capacity as trustee of the Estates of NAVLYNX TECHNOLOGIES INC. and NAVLYNX TECHNOLOGIES (CANADA) INC. and not in its personal capacity

Per: ______________________________
Authorized Signing Officer

TOR_LAW\ 6378074\4A

SCHEDULE "B"
(Certificate)

Court File Nos. 32-150885
32-150886

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

IN THE MATTER OF NAVLYNX TECHNOLOGIES (CANADA) INC. and NAVLYNX TECHNOLOGIES INC., in bankruptcy, APPLICATION TO SELL THE INTELLECTUAL PROPERTY

CERTIFICATE

BDO Dunwoody Limited (the "Trustee") in its capacity as bankruptcy trustee of NavLynx Technologies (Canada) Inc. and NavLynx Technologies Inc. (collectively, "NavLynx") hereby certifies that: (a) the full purchase price payable pursuant to the letter agreement dated September 20, 2006 between the Trustee and Northwater Intellectual Property Fund L.P. 1 ("Northwater") (the "**Agreement**") has been paid; and (b) all conditions to closing the transaction contemplated by the Agreement have been satisfied or waived.

DATED at Toronto this____day of _________________, 2006

BDO Dunwoody Limited (the "Trustee") in its capacity as bankruptcy trustee of NavLynx Technologies (Canada) Inc. and NavLynx Technologies Inc.

____

Court File Nos.: 32-150885 and 32-150886

IN THE MATTER OF NAVLYNX TECHNOLOGIES (CANADA) INC. and NAVLYNX TECHNOLOGIES INC., In bankruptcy

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

(PROCEEDING COMMENCED AT TORONTO)

ORDER

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

John N. Birch LSUC#: 38968U
Tel: (416) 860-5225
Fax: (416) 640-3057

Solicitors for the Trustee, BDO Dunwoody Limited

Legal*2359217.1

IN THE MATTER OF NAVLYNX TECHNOLOGIES INC., in bankruptcy,

APPLICATION TO SELL THE INTELLECTUAL PROPERTY

Court File No. 32-150886

ONTARIO
SUPERIOR COURT OF JUSTICE-
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

John N. Birch LSUC#: 38968U
Tel: (416) 860-5225
Fax: (416) 640-3057

Solicitors for the Trustee, BDO Dunwoody Limited

Court File Nos. 32-150886

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

IN THE MATTER OF NAVLYNX TECHNOLOGIES INC., in bankruptcy,

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DATED at Toronto this 11th day of October, 2006

BDO Dunwoody Limited in its capacity as bankruptcy trustee of NavLynx Technologies Inc.

Court File Nos. 32-150885

ONTARIO
SUPERIOR COURT OF JUSTICE
Commercial List

IN THE MATTER OF NAVLYNX TECHNOLOGIES (CANADA) INC., in bankruptcy,

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BDO Dunwoody Limited (the "Trustee") in its capacity as bankruptcy trustee of NavLynx Technologies (Canada) Inc. ("NavLynx") hereby certifies that: (a) the full purchase price payable pursuant to the letter agreement dated September 20, 2006 between the Trustee and Northwater Intellectual Property Fund L.P. 1 ("Northwater") (the "**Agreement**") has been paid; and (b) all conditions to closing the transaction contemplated by the Agreement have been satisfied or waived.

DATED at Toronto this 11th day of October, 2006

BDO Dunwoody Limited in its capacity as bankruptcy trustee of NavLynx Technologies (Canada) Inc.