

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Dissolution Agreement

CONVEYING PARTY DATA

Name	Execution Date
3612821 CANADA INC.	12/09/2003

RECEIVING PARTY DATA

Name:	MOSAID TECHNOLOGIES INCORPORATED
Street Address:	11 Hines Road
City:	Kanata
State/Country:	CANADA
Postal Code:	K2K 2X1

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	RE40326
Patent Number:	RE37944

CORRESPONDENCE DATA

Fax Number: (613)787-3558
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 Address Line 2: 100 QUEEN STREET SUITE 1100
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ATTORNEY DOCKET NUMBER:	PAT 2447RE-2 AND REA-2
NAME OF SUBMITTER:	Angie Armstrong-Baker

Total Attachments: 5
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DISSOLUTION AGREEMENT

BETWEEN

3612821 CANADA INC.

AND

MOSAID TECHNOLOGIES INCORPORATED

MADE AS OF

December 9, 2003

DISSOLUTION AGREEMENT

THIS AGREEMENT is made as of December 9, 2003

BETWEEN:

3612821 CANADA INC., a corporation incorporated under the laws of Canada (the "Transferor"),

- and -

MOSAID TECHNOLOGIES INCORPORATED, a corporation incorporated under the laws of Ontario (the "Transferee"),

WHEREAS by resolution of the sole shareholder of the Transferor dated the day of December, 2003 the dissolution of the Transferor was authorized pursuant to section 210 of the *Canada Business Corporation Act* (the "Act") and in conjunction therewith the Transferor was authorized to discharge its liabilities (collectively the "liabilities") and then to distribute its property rateably among its shareholders;

AND WHEREAS the "Transferee" is the registered and beneficial owner of all of the issued and outstanding shares in the capital of the Transferor;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - ASSIGNMENT AND ASSUMPTION

1.01 Assignment

The Transferor hereby conveys, transfers and assigns to the Transferee all of the right, title and interest of the Transferor in and to all its property, both real and personal and both movable and immovable, wherever situate.

1.02 Assumption

The Transferee hereby assumes all of the liabilities of the Transferor and shall indemnify the Transferor and save it harmless against and from such liabilities.

ARTICLE 2 - POWER OF ATTORNEY

2.01 Power of Attorney

The Transferor hereby irrevocably constitutes and appoints the Transferee the true and lawful attorney of the Transferor for and in the name of or otherwise on behalf of the

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Transferor with full power of substitution to do and execute all acts, deeds, matters and things as may be reasonably required to carry out this Agreement.

2.02 Irrevocable

The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor and, being coupled with an interest, it shall not be revoked by a certificate of dissolution being issued pursuant to the provisions of the Act.

ARTICLE 3 - GENERAL

3.01 Further Assurances

Each of the Transferor and the Transferee shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

3.02 Benefit of the Agreement

This Agreement shall endure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto.

3.03 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

3.04 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

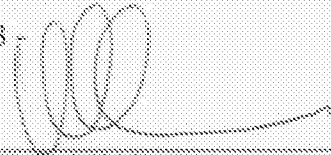
3612821 Canada Inc.

Per:


James Skippen

MOSAID Technologies Incorporated

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Per:

W. R. Middleton
General Counsel & Corporate Secretary

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