PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Lumec Inc., 640 Cure Boivin, Boisbriand, Province of Quebec, J7G 2A7	12/23/2009

RECEIVING PARTY DATA

Name:	Lumec Holding Corp.
Street Address:	Suite 2600, Three Bentall Centre
Internal Address:	P.O. Box 49314, 595 Burrard Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V7X 1L3

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	12037373
Application Number:	60892127
Application Number:	12171362
Application Number:	61061392
Application Number:	12185971
Application Number:	12185942
Application Number:	12205568
Application Number:	12327432
Application Number:	11679645

CH $360.00 12037373

CORRESPONDENCE DATA

Fax Number: (914)332-0615
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: saccokx@gmail.com
Correspondent Name: MARK BELOBORODOV
Address Line 1: 3 Burlington Woods Drive

Address Line 4:	Burlington, MASSACHUSETTS 01803
NAME OF SUBMITTER:	MARK BELOBORODOV

Total Attachments: 4
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AGREEMENT AND GENERAL CONVEYANCE RESPECTING THE DISTRIBUTION OF ASSETS AND SETTLEMENT OF DEBTS

AS PART OF A LIQUIDATION [redacted] ENTERED INTO AS OF THIS 23RD DAY OF DECEMBER 2009.

BETWEEN:

LUMEC INC., a legal person duly incorporated under the *Companies Act* (Quebec), having its head office at 640, Cure Boivin, Boisbriand, Province of Québec, J7G 2A7;

(hereinafter the "**Transferor**")

AND:

LUMEC HOLDING CORP., a legal person duly incorporated under the *Business Corporations Act* (British Columbia), having its registered office at Suite 2600, Three Bentall Centre, P.O. Box 49314, 595 Burrard Street, Vancouver, BC, V7X 1L3

(hereinafter the "**Transferee**")

WHICH PARTIES DECLARE AS FOLLOWS:

WHEREAS the Transferor wishes to distribute its assets and settle its debts on the date hereof as part of its voluntary liquidation [redacted] (the "**Transferor's Voluntary Liquidation**"), and this for the purposes of completing its subsequent dissolution;

WHEREAS the Transferee is the sole shareholder of the Transferor and, as such, is entitled to receive all assets of the Transferor on the Transferor's Voluntary Liquidation;

WHEREAS in connection with the transfer of the Transferor's Assets (as such term is defined below) in its favour, the Transferee agrees to take on and assume responsibility for the settlement of all of the Transferor's debts;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1

DISTRIBUTION OF ASSETS AND SETTLEMENT OF DEBTS

1.1 On the date hereof, the Transferor hereby assigns, transfers and delivers to the Transferee, which accepts, all property, rights, titles, interests and other assets of the Transferor (the "**Transferor's Assets**") wherever and in whatever condition they may be, which shall specifically include, without limiting the generality of the foregoing, all movable and immovable, tangible and intangible property of the Transferor, as well as any rights, privileges, titles and interests the Transferor may have pursuant to any contract to which it is a party or that were contracted for its benefit. It is understood that the Transferor similarly assigns and transfers to the Transferee any property it may acquire until its complete dissolution, along with any income, property, titles and interests it may acquire in the performance of said contracts and businesses that are underway.

1.2 [redacted]

1.3 [redacted]

1.4 It is the express intent of the parties that the Transferor be wound-up as of the date hereof [redacted]

ARTICLE 2

[redacted]

2.1 [redacted]

2.1.1 [redacted]

2.1.2 [redacted]

2.1.3 [redacted]

ARTICLE 3

[redacted]

3.1 [redacted]

ARTICLE 4

FURTHER ASSURANCES AND POWER OF ATTORNEY

4.1 The parties undertake to take any action, do any thing and execute any deed or other document necessary or merely useful for the purposes of giving effect and completing Transferor's Voluntary Liquidation in accordance with the provisions hereof, including, without limiting the generality of the foregoing, for the purposes of substituting the Transferee for the Transferor as co-contracting party to the agreements listed in Section 1.1.

4.2 The Transferor hereby nominates, constitutes and appoints the Transferee, its successors and assigns, with power of sub-delegation to the authorized officers, agents and attorneys of the Transferee, the true and lawful attorney of the Transferor for and in the name of and on behalf of and under the seal of the Transferor or otherwise, to do, make and execute all such things, documents, instruments, and assurances necessary or desirable (including without limitation any elections for purposes of the *Income Tax Act* (Canada), the *Excise Tax Act* (Canada) or any relevant taxing legislation) to effect a valid assignment, transfer or conveyance to the Transferee in pursuance of the terms of this Agreement or that is otherwise desirable; provided that this authority being coupled with an interest shall not be revoked upon the dissolution of the Transferor or otherwise, but shall remain in full force and effect for the benefit of the Transferee.

ARTICLE 5

DATE AND TIME

5.1 The parties acknowledge that this Agreement effects a transfer on the winding-up of the Transferor which shall take effect on December 23rd, 2009 at 00:00, Montreal time, in such a manner that, notwithstanding the time and date of its execution, this Agreement shall be deemed to take effect on the effective date and time.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and on the official date stipulated in the preamble hereof.

LUMEC HOLDING CORP.

By: ____________________
Name: Chris van de Grein
Title: Treasurer

By: ____________________
Name: Iain Burns
Title: CEO

LUMEC INC.

By: ____________________
Name: Chris van de Grein
Title: Treasurer

By: ____________________
Name: Iain Burns
Title: CEO

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