

# PATENT ASSIGNMENT

Electronic Version v1.1  
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|---|---|
| SUBMISSION TYPE:  | NEW ASSIGNMENT                                  |
| NATURE OF CONVEYANCE:   | ASSIGNMENT                                      |
| CONVEYING PARTY DATA  |   |
| Name  | Execution Date                                  |
| Aquassure Bath Products Inc.  | 09/30/2009                                      |
| RECEIVING PARTY DATA  |   |
| Name:   | 0849072 BC Ltd., dba Aquassure Accessible Baths |
| Street Address:   | 1048 Richter Street                             |
| City:   | Kelowna   |
| State/Country:  | CANADA  |
| Postal Code:  | v1y2k5  |
| PROPERTY NUMBERS Total: 1   |   |
| Property Type   | Number  |
| Patent Number:  | 7237276   |
| CORRESPONDENCE DATA   |   |
| Fax Number: (866)224-5029<br><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i><br>Phone: 1-866-404-8827<br>Email: mlongman@aquassure.com<br>Correspondent Name: Matthew Longman<br>Address Line 1: 1048 Richter Street<br>Address Line 4: Kelowna, CANADA v1y2k5   |   |
| NAME OF SUBMITTER:  | Matthew Longman                                 |
| Total Attachments: 11<br>source=notice of siezure#page1.tif<br>source=notice of siezure#page2.tif<br>source=notice of siezure#page3.tif<br>source=notice of siezure#page4.tif<br>source=notice of siezure#page5.tif<br>source=notice of siezure#page6.tif<br>source=notice of siezure#page7.tif<br>source=notice of siezure#page8.tif<br>source=notice of siezure#page9.tif<br>source=notice of siezure#page10.tif<br>source=transfer of US patent file 7237276 ownership#page1.tif |   |

OP \$40.00 7237276

501523809

PATENT  
 REEL: 026241 FRAME: 0086



\*David M. Towill, Partner  
Email: dmtowill@thomasbutlerllp.com

Telephone: 250.763.0200  
Facsimile: 250.762.8848

Our File: D13278

May 20, 2009

**Aquassure Bath Products Inc.**  
c/o Matthew Longman and Shari McDowell  
1879 Ethel Street  
Kelowna, B.C.  
V1Y 2Z3

Attention: Matthew Longman, President

**Re: Loans and General Security Agreements – BDC and Community Futures**

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We act as counsel for 0849072 B.C. Ltd.

We herein provide Aquassure Bath Products Ltd. ("Aquassure") with notice that our client has recently secured an assignment of all the security rights, title and interests associated with debts owed to Community Futures Development Corporation of Central Okanagan and Business Development Bank of Canada. For your reference, we enclose the updated search results from the Personal Property Registry of British Columbia evidencing our client as the 1<sup>st</sup> and 2<sup>nd</sup> secured creditor against the assets of your company as identified therein.

Our client has been provided with the Notice of Default and Notice of Intention to Enforce a Security issued by BDC and Community Futures on November 7, 2008 and November 14, 2008, respectively. For your reference, we enclose copies of said documentation which we are advised was served upon your offices on or about the dates referenced. We are also advised that Aquassure has not provided either Community Futures or BDC with the payments demanded.

Our client has now enforced its rights against the collateral of Aquassure as secured by the General Security Agreements executed in favour of Community Futures and BDC. Our client proposes to take the collateral in satisfaction of the obligations secured by it in accordance with section 61 of the *Personal Property Security Act, RSBC, 1996, c. 359* which reads:

**Voluntary foreclosure**

**61** (1) After default, a secured party may propose to take the collateral in satisfaction of the obligation secured by it and must give a notice of the proposal to



thomasbutlerllp.com

Landmark Tower II, Suite 700 - 1708 Dolphin Avenue,  
Kelowna, British Columbia, Canada, V1Y 9S4

\* Law Corporation

**PATENT**  
**REEL: 026241 FRAME: 0087**

(a) the debtor or any other person who is known by the secured party to be an owner of the collateral,

(b) a creditor or person with a security interest in the collateral whose interest is subordinate to that of the secured party

(i) who has registered, before the date that the notice is given to the debtor, a financing statement using the name of the debtor or according to the serial number of the collateral when it is required or permitted for registration, or

(ii) whose security interest is perfected by possession at the time the secured party seized or repossessed the collateral, and

(c) another person with an interest in the collateral who has given a written notice to the secured party of an interest in the collateral before the date that the notice is given to the debtor.

(2) If any person, who is entitled to a notice under subsection (1) and whose interest in the collateral would be adversely affected by the secured party's proposal, gives to the secured party a notice of objection within 15 days after the notice under subsection (1) is given, the secured party must dispose of the collateral under section 59.

(3) If no notice of objection is given, the secured party is, at the expiry of the 15 day period or periods referred to in subsection (2), deemed to have irrevocably elected to retain the collateral in satisfaction of the obligation secured by it and is entitled to hold or dispose of the collateral free from all rights and interests of the debtor, and from any person entitled to receive a notice under

(a) subsection (1) (b), or

(b) subsection (1) (c), if that person's interest is subordinate to that of the secured party,



who has been given the notice and all obligations of any person referred to in subsection (1) (b) or (c) who has been given the notice are deemed performed for the purposes of sections 49 and 50.

(4) Subsection (3) does not apply if the collateral is a licence unless the minister responsible for the administration of the *Ministry of Forests and Range Act* has consented to its application.

(5) The notice required by subsection (1) may be given in accordance with section 72 or, if it is to be given to a person who has registered a financing statement, by registered mail addressed to the address of the person to whom it is to be given as it appears on the financing statement.

(6) The secured party may request that a person referred to in subsection (1), other than the debtor, furnish the secured party with proof of that person's interest and, unless the person furnishes the proof not later than 10 days after the secured party's request, the secured party may proceed as if no objection had been received from the person.

(7) On application by a secured party, the court may determine that an objection to the proposal of a secured party is ineffective on the grounds that

(a) the person made the objection for a purpose other than the protection of an interest in the collateral or proceeds of a disposition of the collateral, or

(b) the market value of the collateral is less than the total amount owing to the secured party and the costs of disposition.

(8) If a secured party disposes of the collateral to a purchaser who acquires his or her interest for value and in good faith and who takes possession of it, the purchaser acquires the collateral free from

(a) the interest of the debtor,

(b) an interest subordinate to that of the debtor, and

(c) an interest subordinate to that of the secured party,



whether or not the requirements of this section have been complied with by the secured party, and all obligations secured by the subordinate interests are deemed performed for the purposes of sections 49 and 50.

(9) Subsection (8) does not apply so as to affect the rights of a person with a security interest deemed to be registered under section 78 who has not received a notice under this section.

Our office has provided notice of the enforcement of the security to the warehouse currently holding all equipment and inventory of Aquassure. We have also served notice of our client's intention to proceed pursuant to section 61 of the *Personal Property Security Act* upon the only other secured creditor of Aquassure, Okanagan Innovation Fund Inc.

Our client is now in possession of all inventories, equipment and supplies situate at the company's warehouse at 920 Leathead Road, Kelowna, BC. Accordingly, representatives of Aquassure are not permitted to enter upon the property or take any steps to prejudice our client's rights in the security. Furthermore, we must demand that you tender all intangibles of the company which are not situate at the warehouse and all chattel paper, documents of title, accounts and instruments, including but not limited to all documents evidencing patents held by Aquassure. We are instructed to accept delivery of these items at our offices on behalf of our client.

We trust you will govern yourselves accordingly.

Yours truly,  
THOMAS BUTLER LLP

Per: 

David M. Towill

Encl.





November 7, 2008

Aquassure Bath Products Inc.  
549-A Lawrence Avenue  
Kelowna, BC. V1Y 6L8

Attention: Shari McDowell

Dear Madam:

**RE: BDC LOAN Aquassure Bath Products Inc., ACCOUNT NO:045355-01**

You are in DEFAULT under the terms of the security for the subject loan and the Bank hereby invokes the acceleration clause contained in the security and demands the repayment of the loan in full.

The amount due and payable is:

|  |                     |
|--|---------------------|
|  | Loan 01             |
| Principal balance outstanding              | \$150,000.00        |
| Interest to and including November 6, 2008 | \$3,304.94          |
| Annual Administration Fee                  | \$350.00            |
| Amendment Fee                              | \$350.00            |
| NSF Fees                                   | \$50.00             |
| <b>Total</b>                               | <b>\$154,054.94</b> |

together with additional interest at the Bank's floating base rate plus 4.00% per annum compounded monthly from November 7, 2008 up to and including the date of payment.

If the sum is not received within 10 days from the date of this letter, we shall take such action as may be necessary to enforce our rights as set out in the security.

We enclose the Notice of Intention to Enforce a Security pursuant to Subsection 244(I) of the *Bankruptcy and Insolvency Act*.

Yours truly,

Sonja Walker  
Account Manager, Special Accounts  
Direct Line: 604-666-8566  
Enclosure

George Allen  
Area Manager, Special Accounts

SW/ag

Canada



Form 86

**Bankruptcy & Insolvency Act**

**Notice of Intention to Enforce a Security  
(Paragraph 69(2)(c) and subsection 244(1))**

To: **Aquassure Bath Products Inc., an insolvent person.**


Take notice that:

1. Business Development Bank of Canada, a secured creditor, intends to enforce its security on the insolvent person's property described below:  
  
All personal and real property and any interest therein of the insolvent person.
2. The security that is to be enforced is in the form of General Security Agreement.
3. The total amount of the indebtedness secured by the security is \$154,054.94 as at November 7, 2008 with interest thereafter at the Bank's floating base rate plus 4.00% per annum compounded monthly and all costs and charges of enforcement.
4. The secured creditor will not have the right to enforce the security until after the expiration of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

Dated at Vancouver, BC. this 7<sup>th</sup> day of November, 2008.

BUSINESS DEVELOPMENT BANK OF CANADA

  
Sonja Walker, Account Manager-Special Accounts

  
George Allen, Area Manager-Special Accounts

Canada



COMMUNITY FUTURES  
DEVELOPMENT CORPORATION  
OF CENTRAL OKANAGAN

November 14, 2008

VIA REGISTERED MAIL

Mr. Matthew Longman  
Ms. Shari McDowell  
1879 Ethel St.  
Kelowna, BC  
V1Y 2Z3

Dear Mr. Longman & Ms. McDowell:

**Re: Demand of loan payment in the full amount of the Personal Guarantee  
Loan advance to Aquassure Bath Products Inc.**

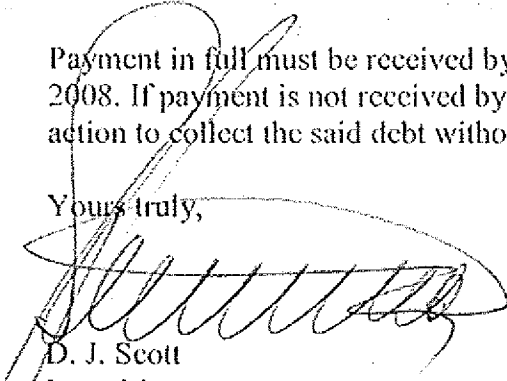
In respect to the loan granted by our organization on August 9, 2007, to Aquassure Bath Products Inc., we hereby DEMAND payment IN THE FULL AMOUNT OF YOUR PERSONAL GUARANTEE, which is the full amount of the loan outstanding:

|  |                    |
|--|--------------------|
| Principal Balance outstanding as at September 15, 2008 | \$152,136.82       |
| Accrued Interest to November 14, 2008                  | <u>\$ 3,304.89</u> |
| TOTAL amount due as at November 14, 2008               | \$155,441.71       |

**Per Diem: \$43.72**

Payment in full must be received by our office no later than 4:30 p.m. on November 27, 2008. If payment is not received by said date, we may commence with any necessary action to collect the said debt without further notice.

Yours truly,

  
D. J. Scott  
Loan Manager

Scs

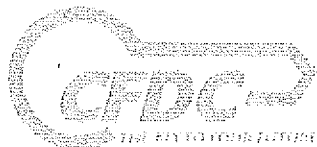
LANDMARK TECHNOLOGY CTR.  
#110 - 1632 DICKSON AVENUE  
KELOWNA, BC V1Y 7J2  
info@cfdc.co.bc.ca

Tel: (250) 868-2132

Fax: (250) 868-2173

**PATENT  
REEL: 026241 FRAME: 0093**





COMMUNITY FUTURES  
DEVELOPMENT CORPORATION  
OF CENTRAL OKANAGAN

November 14, 2008

VIA REGISTERED MAIL

Aquassure Bath Products Inc.  
c/o Matthew Longman & Shari McDowell  
1879 Ethel St.  
Kelowna, BC  
V1Y 2Z3

Attention: Matthew Longman and Shari McDowell

**Re: Demand of loan payment in the full – Aquassure Bath Products Inc.**

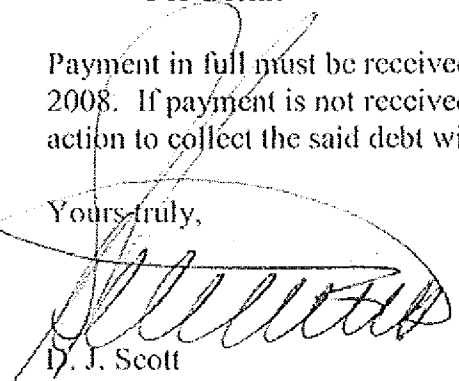
In respect to the loan granted by our organization on August 9, 2007 we hereby  
DEMAND payment IN THE FULL in the following amount:

|  |              |
|--|--------------|
| Principal Balance outstanding as at September 15, 2008 | \$152,136.82 |
| Accrued Interest to November 14, 2008                  | \$ 3,304.89  |
| TOTAL amount due as at November 14, 2008               | \$155,441.71 |

**Per Diem:** \$43.72

Payment in full must be received by our office no later than 4:30 p.m. on November 27, 2008. If payment is not received by said date, we may commence with any necessary action to collect the said debt without further notice.

Yours truly,

  
D. J. Scott  
Loan Manager

Ses

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**PATENT**  
**REEL: 026241 FRAME: 0094**



COMMUNITY FUTURES  
DEVELOPMENT CORPORATION  
OF CENTRAL OKANAGAN

FORM 86

NOTICE OF INTENTION TO ENFORCE A SECURITY  
(Rule 124)

**VIA REGISTERED MAIL**

To: Aquassure Bath Products Inc.  
C/o Matthew Longman & Shari McDowell  
1879 Ethel St.  
Kelowna, BC  
V1Y 2Z3

Take notice that:

1. Community Futures Development Corporation of Central Okanagan, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

Under a General Security Agreement:

All Personal Property, excluding Consumer Goods, wherever situate including but not limited to accounts, equipment, inventory, machinery, debts and other intangibles, chattel paper, documents of title, instruments, securities and security interests and all proceeds thereof and therefrom and other rights and benefits in respect thereof.

2. The security that is to be enforced is in the form of a General Security Agreement in the name of Aquassure Bath Products Ltd., executed on October 4, 2006.
3. The total amount of indebtedness secured by the security is \$155,441.71, plus any collection related fees that may be incurred.

LANDMARK TECHNOLOGY CTR.  
#110 - 1632 DICKSON AVENUE  
KELOWNA, BC V1Y 7T2  
info@cfcdc.bc.ca

Tel: (250) 868-2132

Fax: (250) 868-2173

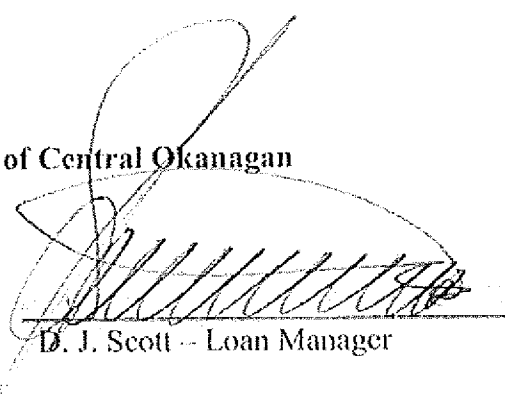
**PATENT**  
**REEL: 026241 FRAME: 0095**

Page 2

4. The secured Creditor will not have the right to enforce the security until after the expiry of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement or unless the said security is deemed to be in jeopardy.

DATED in Kelowna, BC, November 14, 2008

Community Futures Development Corporation of Central Okanagan



D. J. Scott -- Loan Manager

0849072 BC Ltd.  
Aquasure Accessible Baths  
1048 Richter Street  
Kelowna, BC  
V1Y2K5

May 1, 2011

US Patent and Trademark Office

REF: Patent # 7,237,276

Dear Sir/Madam:

This patent is currently in the name of Aquasure Accessible Baths Inc. All the assets of Aquasure Bath Products Inc were legally seized by 0849072 BC Ltd. Accordingly, we request that 100% of the patent ownership be transferred to the new owner as follows:

0849072 BC Ltd.  
Dba Aquasure Accessible Baths  
1048 Richter Street  
Kelowna, BC  
V1Y 2K5

For clarification, please contact the undersigned at 1-866-404-8827.

Sincerely,

Matthew Longman, CEO  
Aquasure Bath Products Inc.  
Date:

Matthew Longman, CEO  
0849072 BC, Ltd.  
Date: