

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Miroslav Bosnjakovic	08/18/2006
Fictive Corp.	08/18/2006
Nenad Lazovic	08/18/2006
Proxima Technologies Inc.	08/18/2006
RECEIVING PARTY DATA	
Name:	WorldScout Corporation
Street Address:	100 Leek Crescent
City:	Richmond Hill, Ontario
State/Country:	CANADA
Postal Code:	L4B 3E6
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11617467
CORRESPONDENCE DATA	
Fax Number:	(202)298-7570
Phone:	(202) 625-3795
Email:	wiladean.johnson@kattenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Wiladean P. Johnson
Address Line 1:	2900 K Street, N.W.
Address Line 2:	North Tower - Suite 200
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5118
ATTORNEY DOCKET NUMBER:	336959-00002
NAME OF SUBMITTER:	Wiladean P. Johnson

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Total Attachments: 6

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CONFIDENTIALITY & WORK PRODUCT AGREEMENT

TO: WORLDSCOUT CORPORATION (the "Corporation")

In consideration of the undersigned's consulting capacity with the Corporation, the sum of \$1 and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the undersigned hereby acknowledge and agree as follows:

1. The undersigned acknowledge and agree that, during the term of our consultancy with the Corporation, the undersigned have been or may be provided with, have had or may have access to or otherwise have obtained or may obtain knowledge of "**Confidential Information**" (defined below). The undersigned acknowledge and agree that all Confidential Information, and all rights therein, are and will be the sole property of the Corporation or its third party providers. The undersigned will strictly comply with all security measures and precautions established by the Corporation from time to time to protect the confidentiality of, and its proprietary rights in and to, such Confidential Information. During the term of our consultancy with the Corporation and at all times thereafter, we will not, without the prior written consent of an officer of the Corporation, disclose or use any of the Confidential Information, except as such disclosure or use may be required in connection with our work for the Corporation in the ordinary course of the business of the Corporation.

We acknowledge and agree that, for purposes hereof, "**Confidential Information**" is information, in any form whatsoever, relating to: the Corporation's and its affiliate's business and activities, finances, customers, prospects, suppliers, employees, technology, computer systems, software, source code, algorithms, concepts, formulae, data, designs, flowcharts, ideas, programming techniques, specifications products, services, contracts, documents, research, development, improvements, inventions, know-how, processes, trade secrets, business plans, policy and procedure manuals, pricing strategies and policies, market forecasts, sales information, product development plans, records, marketing information and techniques, budgets, all Work Product (as such term is defined below) and other information which is confidential or proprietary to the Corporation and/or its affiliates. Without limiting the generality of the foregoing, "**Confidential Information**" includes information which the Corporation receives from third parties subject to a duty by the Corporation to maintain the confidentiality of such information or to use it only for certain limited purposes.

"**Confidential Information**" does not include information which is or becomes publicly available without breach of this agreement or any other agreement to which the Corporation is a party or breach of any duty owed to the Corporation by the undersigned or by any third party.

2. We hereby acknowledge and agree that all right, title and interest in and to all "**Work Product**" (defined below) which is developed, created or produced by the undersigned during the term of our consultancy with the Corporation (either alone or jointly with others) is the property of the Corporation and, to confirm such ownership, we hereby

irrevocably and without limitation and throughout the world assign any and all rights we may have therein to the Corporation. All copyright, patents and other industrial or intellectual property rights in and to all Work Product will be the property of the Corporation, and we will assist the Corporation in making applications for, registering and protecting such rights. We agree that the Corporation is not required to designate either of the undersigned as the author of any Work Product. We hereby waive in whole all moral rights which we may have in and to the Work Product, including the right to the integrity of the Work Product, the right to be associated with the Work Product, the right to restrain or claim damages for any distortion, mutilation or other modification of the Work Product, and the right to restrain use or reproduction of the Work Product in any context and in connection with any product, service, cause or institution. The undersigned represent and warrant that all Work Product will be free and clear of any and all third party rights and restrictions and neither the Work Product itself nor the Corporation's use thereof will infringe or otherwise violate the rights of any third party. We agree to execute additional documentation after the date hereof to confirm the foregoing. In the event that we fail for any reason whatsoever to execute such additional documentation, we hereby irrevocably designate and appoint the Corporation as our agent and attorney, with full power of substitution, to act for and on my behalf and instead of the undersigned, to execute and file any such additional documentation and do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the undersigned.

We hereby acknowledge and agree that, without the prior written consent of an officer of the Corporation, no portion of the Work Product will be subject to the terms of an excluded license and for purposes of this paragraph, the term "**excluded license**" means any license, such as an open source software license, that requires as a condition of use, modification or distribution of a deliverable subject to the excluded license, that it or other software combined or distributed with it be: (A) disclosed or distributed in source form, (B) licensed for the purpose of making derivative works or (C) redistributed at no charge.

For purposes hereof, "**Work Product**" means all processes, software, documentation, source code, technology, plans, designs, copyrights, trade-marks, patents, inventions, discoveries, techniques, know-how, trade secrets, algorithms, concepts, data, designs, reports, formulae, flowcharts, ideas, programming techniques, specifications and/or other intellectual, industrial or tangible property, as well as any and all enhancement, modifications, customizations, improvements to or combinations of any of the foregoing relating to the business in which the Corporation is engaged or from time to time is considering.

3. We hereby acknowledge and agree that we will not, during our consultancy with the Corporation, improperly use or disclose in the performance of my work with the Corporation any proprietary information, confidential information or trade secrets of any former employer or other person and that we will not bring onto the premises of the Corporation any unpublished document or proprietary information belonging to any such employer or person. We further acknowledge and agree that we are not bound by any

agreement or obligation with any person which conflicts with any of my obligations under this agreement.

4. We will promptly and fully disclose to the Corporation, any business opportunities involving any existing or prospective line of business in which the Corporation is engaged or from time to time is considering and, during the term of our consultancy with the Corporation, we will not, directly or indirectly, use or exploit any such opportunity for our own benefit or for the benefit of any other person.
5. Upon the termination of our consultancy with the Corporation, the undersigned will immediately deliver to the Corporation all documents and materials of any kind whatsoever containing or relating to any Confidential Information or Work Product and will not retain any copies thereof.
6. This agreement will be governed by and construed in accordance with the laws of the Province of Ontario. The obligations imposed on the undersigned pursuant to this Agreement shall survive termination of our consultancy with the Corporation for any reason. Each of the covenants in this agreement is separate and distinct, and if any covenant is found to be unenforceable, it will be severed from this agreement and all other provisions of this agreement will fully apply. Any waiver of any breach of this agreement will not constitute a waiver of any subsequent breach. This agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this agreement and supersedes all prior oral or written understandings, agreements or contracts with respect thereto. This agreement will be binding upon the undersigned and their heirs, executors, legal personal representatives, administrators, successors and assigns, and will enure to the benefit of the Corporation and its successors or assigns.

DATED the 18 day of August, 2006.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

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Miroslav Bosnjakovic
MIROSLAV BOSNJAKOVIC

FICTIVE CORP.

Per: Miroslav Bosnjakovic
Name: Miroslav Bosnjakovic
Title: President
I have authority to bind the corporation

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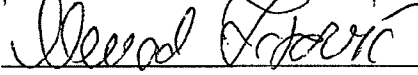
DATED the 18 day of August, 2006.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
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NENAD LAZOVIC

PROXIMA TECHNOLOGIES INC.

Per: 

Name: Nenad Lazovic
Title: President
I have authority to bind the corporation