

Pedro Castillo Pineda & Asociados
ABOGADOS

SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO
División de Nuevas Creaciones
E. S. D.

Ref: EXPEDIENTE N° 05-065679
Solicitud de Patente a nombre de
VISIONWALL CORPORATION

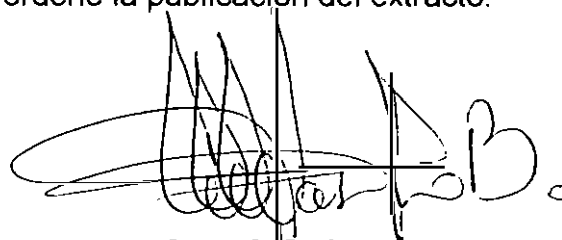
Me refiero al Oficio notificado en el asunto de la referencia y adjunto presento los siguientes documentos.

- 1- Fotocopia auténtica del poder conferido en el que se acredita la existencia y representación de la sociedad solicitante.
- 2- Fotocopia del Acuerdo de Confidencialidad y Cesión de Invenciones entre el empleado, en este caso Visionwall Corporation.

En este documento se establece que el empleado cede como en efecto lo hace al empleador, todos los intereses en la información confidencial, secretos de mercado e invenciones de conformidad con el Acuerdo.

Como el expediente queda así completo pido se ordene la publicación del extracto.

Atentamente,



JERONIMO CASTILLO BONILLA
C.C. 79.462.057 Bogotá
T.P. 104167 C.S. Judicatura



INVENTION ASSIGNMENT & SECRECY AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of November 2002
Actu Actu

BETWEEN:

VISIONWALL CORPORATION
 ("Visionwall")

- and -

Alan H. Winfield
 ("Employee")

RECITALS

WHEREAS, Visionwall is engaged in the business of manufacturing, using, installing and marketing high insulation technology windows and facades (the "Product"); and Employee is or will be employed and compensated by Visionwall and Visionwall desires to protect its inventions, trade secrets and confidential information; and in the course of Employee's work for Visionwall, Employee has or may have access to inventions, trade secrets or confidential information belonging to Visionwall;

NOW THEREFORE, in consideration of the recitals above, mutual covenants, promises and undertakings herein, the parties agree as follows:

1.0 DEFINITIONS

The following definitions shall apply to this Agreement:

1.1 "Invention" includes any design, processes, formulae of any kind, discovered, conceived, developed, written or produced, or any modification or improvements to them.

1.2 "Trade Secrets" includes all proprietary information belonging to Visionwall including documents, samples, drawings, photographs, designs, plans, flow charts, proposals, marketing and sales plans, financial information, costs, pricing information, processes, equipment, manuals, reports, computer programs, technical information, technical expertise, technical specifications, research results, patents, copyrights and all concepts or ideas in or reasonably related to the business of Visionwall that have not previously been publicly released.

1.3 "Confidential Information" includes all "Trade Secrets", as well as any instruction manuals, account information, customer records, formulae, client lists, leads, procedures, and all other information that has been marked confidential or is known to be proprietary, whether it has copyright notice or a claim to copyright thereon.

2.0 SECRECY

2.1 In connection with Employee's activities on behalf of Visionwall, Employee has had access, or may in the future have access, to certain confidential information, inventions or trade secrets of Visionwall. Employee recognizes the proprietary and sensitive nature of such and agrees to abide by all Visionwall rules and procedures designed to protect its proprietary information in strict confidence during his/her employment by Visionwall and as long thereafter as such information is confidential or proprietary to Visionwall. Employee agrees that he/she will not use, disclose, or in any other way use or disseminate such information except as authorized in writing by duly authorized representatives of Visionwall.

2.2 Employee further agrees to disclose promptly in writing to the officials designated by Visionwall any inventions or confidential information he/she may conceive, develop or make in carrying out his/her assignments for Visionwall whether he/she considers them patentable or copyrightable or not, and developed alone or with others.

3.0 ASSIGNMENT AND OWNERSHIP

3.1 Employee agrees to assign, and hereby does assign, to Visionwall all interest in all confidential information, trade secrets, and inventions, whether copyrightable or patentable or not, made or conceived by Employee, solely or jointly for Visionwall, except for any invention for which no equipment, supplies, facility or confidential information of Visionwall was used and which was developed entirely on the Employee's own time, and (a) which does not relate to (1) the business of Visionwall or (2) Visionwall's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by the Employee for Visionwall. All confidential information, trade secrets and inventions assigned herein and hereinafter referred to as "Assigned Inventions".

3.2 Employee agrees to disclose all Assigned Inventions in writing to Visionwall, to assist Visionwall in preparing patent or copyright applications for Assigned Inventions, and to execute said applications and all other documents required to obtain patents or copyrights for those Assigned Inventions and to vest title thereto in Visionwall, at Visionwall's expense, but for no additional consideration to Employee. In the event that Visionwall requires assistance under this paragraph after termination of employment, Employee agrees to provide such assistance.

3.3 On termination of employment, Employee agrees to return to Visionwall all copies of documents or information containing trade secrets, inventions or confidential information of Visionwall and all other confidential or proprietary work in his/her possession or control or generated within the scope of employment. Employee agrees not to deliver, reproduce, or in any way allow such documents or things to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of Visionwall. During or after termination of employment, Employee will not publish, release, relate, or otherwise make available to any third parties any information describing Visionwall inventions, confidential information or trade secrets without prior specific written authorization of Visionwall.

4.0 REPRESENTATIONS

4.1 Employee hereby certifies that he/she has no continuing obligations with respect to assignment of inventions, trade secrets or confidential information to any previous employers or other person nor does he/she claim any previous unpatented or non-published inventions or expressions, respectively, within the scope of this Agreement.

5.0 BREACH OR THREATENED BREACH

5.1 Employee acknowledges that Visionwall and any person, corporation, partnership or other entity affiliated with Visionwall will suffer immediate and irreparable harm as a result of any violation, breach, or threatened breach of this Agreement by Employee, and that Visionwall shall be entitled and Employees hereby consents to the issuance in any court of competent jurisdiction, with or without notice, and in addition to any other remedy, including damages, which may be available at law or in equity, to temporary, interim and permanent orders and injunctions, without bond, restraining and enjoining such breach or violation by Employee and any other person, corporation, partnership or other entity including their officers, directors, shareholders, employers, servants or agents who may be acting in concert with Employee or to whom such Confidential Information may be or may have been disclosed.

6.0 GENERAL

6.1 Should any term or provision of this Agreement be found to be invalid or unenforceable, such findings shall in no way affect the validity or enforceability of the other terms and conditions hereof. Such other terms and conditions shall be valid and enforceable, as if the invalid and unenforceable term, condition, or provision was never a part hereof.

6.2 The failure at any time or times hereafter to require strict performance by any party or any of the provisions, covenants, representations, terms and conditions contained in this Agreement or any other agreement, document or instrument hereafter executed by the parties, shall not waive, affect or diminish any right of any other party thereafter to demand strict compliance and performance therewith. No waiver shall be deemed by reason of any act or knowledge of any party to its agents, but waiver shall be accomplished only by an instrument in writing signed by the party to be determined by such waiver and delivered to the other party.

6.3 The subject headings of this Agreement are included for the purpose of convenience only and shall not affect the construction or interpretation of any provisions hereof.

6.4 Employee acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement constitutes the entire and exclusive agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior or contemporaneous agreements, oral or written, conditions, representations, warranties, proposals and understandings of the parties pertaining to such subject matter. The parties further agree that this Agreement may not, in any way, be explained or supplemented by a prior or existing course of dealing between the parties, by any usage or trade or custom or by any prior performance between the parties. No supplement, modification or amendment of the Agreement shall be binding unless executed in writing by all the parties herein.

6.5 The provisions of this Agreement ensure to the benefit of and are binding on the heirs, personal representative, successors and assigns of Employee and the successors and assigns of Visionwall.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EMPLOYEE

Adam W. W. W.

VISIONWALL CORPORATION

PER: Gregory L. Claraman

Certified to be a true copy of that which it purports to be this 14TH day of June, 2005.

GREGORY L. CLARAMAN
Signature

GREGORY L. CLARAMAN

Print Name and Office Held

PRESIDENT, C.E.O.

AND SECRETARY/TREASURER



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CONSULADO GENERAL DE COLOMBIA

No. 031

Toronto, Septiembre 27 del 2005

El suscrito Cónsul General de Colombia en Toronto-Canadá,

CERTIFICA:

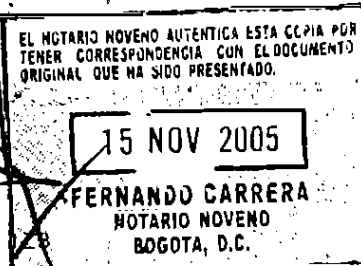
1. Que el señor **EDWARD TAEWUK YOO**, quien autoriza el documento anterior, ejercía legalmente en la fecha allí indicada, las funciones de **Notario Público** de la Provincia de Alberta, Canadá y que la firma y sello que en el documento aparecen como suyos son los que usa y acostumbra en sus actos oficiales.
2. Que ha tenido a la vista el Certificate of Amendment and Registration of Restated Articles y el Certificate of Amendment de la Compañía **VISIONWALL CORPORATION**, según el cual la mencionada Compañía existe, está domiciliada en **17915 - 118 Avenue, Edmonton, Alberta, Canadá, (T5S 1L6)**, está registrada en el **Consumer and Corporate Affairs**, bajo el Corporate Acces Number **20362709**, está legalmente constituida en dicha Provincia y ejerce su objeto social conforme a las leyes del Canadá.
3. Que el señor **GREGORY CLARAHAN**, quien firmó el documento precede en su carácter de **President** de la Compañía, y está debidamente autorizado para firmar y otorgar el poder adjunto.

El Consulado no asume responsabilidad alguna por el contenido del documento.

IMPUESTO DE FIRMA US \$	40
IMPUESTO AUMENTO US \$	100
IMPUESTO AUMENTO US \$	104

[Firma manuscrita]

11 NOV 2005



1 Dundas Street West, Suite 2108, Toronto, Ontario, Canada M5G 1Z8

Tel 416-977-0098 Fax 416-977-1025

info@consuladocolombia.com • www.consuladocolombia.com

MINISTERIO DE RELACIONES
EXTERIORES

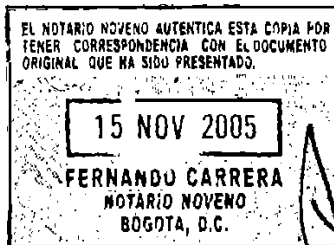
475649

Catalina Chaux
NOTARIA FERNANDO CARRERA
BOGOTÁ, D.C.
LAS 10:05 HORAS

NO SE ASUME
RESPONSABILIDAD DEL TEXTO

2005 OCT 10 P 12:37

Carrera
JEFE DE RELACIONES
SANTAFE DE BOGOTÁ D.C.



Alberta

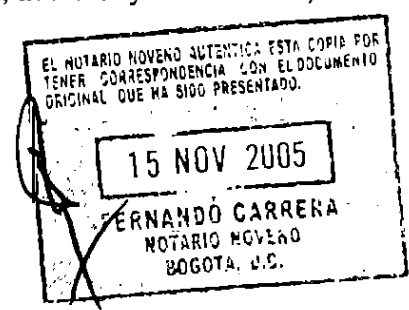
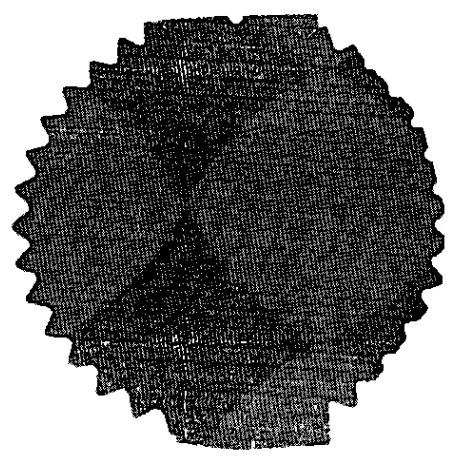
CANADA
Province of Alberta

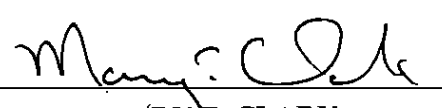
I, **MARY E. CLARK**, an official of the Deputy Provincial Secretary's office of the Province of Alberta, Dominion of Canada, where the records of all Notaries Public of the Province are, do hereby certify that **EDWARD TAEWUK YOO** of **EDMONTON** in the Province of Alberta, whose name is subscribed to the attached instrument is a **NOTARY PUBLIC** for the Province of Alberta, by virtue of being enrolled as a member of The Law Society of Alberta on **JULY 9, 1990**, and is thereby duly authorized by the laws of the Province to administer oaths, to take affidavits and to certify the proof of deeds and other instruments in the Province.

I **FURTHER CERTIFY** that I have compared the signature of the said **EDWARD TAEWUK YOO** subscribed to the attached instrument with the specimens of his signature filed with the Deputy Provincial Secretary and I verily believe the said signature to be genuine; and **THAT I HAVE** compared the impression of the seal of the said **EDWARD TAEWUK YOO** appearing on the attached instrument with the specimen impression on his seal filed with the Deputy Provincial Secretary and I verily believe the impression of the seal to be genuine.

I **FURTHER CERTIFY** that my signature has been included in the Facsimile Signatures and Specimen Seal Book in all Canadian posts abroad and in all foreign missions in Canada and that I have authority from the Department of External Affairs for Canada to sign authentications of signatures and seals on documents in the Province of Alberta.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Provincial Secretary for the Province of Alberta, in the City of Edmonton, in the said Province, this 12TH day of **JULY**, A.D. 2005.




MARY E. CLARK

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NOTARIAL CERTIFICATE

PROVINCE OF ALBERTA

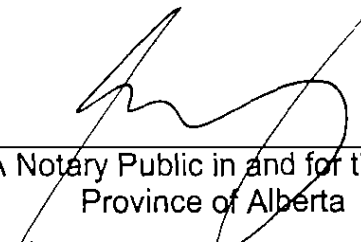
CANADA

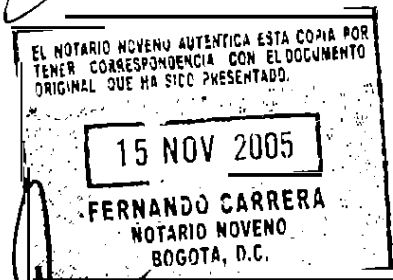
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IN THE MATTER OF A POWER OF
ATTORNEY BY VISIONWALL
CORPORATION

I, Edward Yoo, a Notary Public in and for the Province of Alberta,
residing at the City of Edmonton, Alberta, Do Certify that I witnessed GREGORY
CLARAHAN, who is personally known to me, affix his signature on that certain Power of
Attorney granted by Gregory Clarahan in favour of Visionwall Corporation.

DATED at the City of Edmonton, in the Province of Alberta this 21 day of
May, 2005.


A Notary Public in and for the
Province of Alberta



FOR PATENTS AND TRADE MARKS IN
COLOMBIA

Poder General

General Power of Attorney

Applicant's name
2 Applicant's
address
3 Leave blank

(1) VISIONWALL CORPORATION

domiciliado en (2)

17915 - 118 Avenue, Edmonton,
Alberta T5S 1L6 CANADA

nombra al, Dr. JERONIMO CASTILLO BONILLA y/o Dra. XIMENA BONILLA PEREIRA, y/o Dr. ALVARO CASTILLO GRAU, Calle 93A N° 14-17 Oficina 311 en Bogotá, Colombia, como sus representantes con poder especial amplio y suficiente, para recabar de las oficinas y autoridades Colombianas, administrativas, judiciales o de policía, en primera o segunda instancia, la obtención de Patentes de Invención, Registro de Marcas, de Modelos y de Dibujos Industriales, de Nombres Comerciales y Enseñas, Lemas Comerciales y Denominación de Origen, lo mismo que traspasos, extensiones, renovaciones, cambios de nombre, registro de licencias de explotación y registro de licencias de uso referentes a tales actuaciones, cancelación de Registros de marca, a cuyo efecto les faculta para dar ante dichas autoridades todos los pasos necesarios al objeto indicado, elevar solicitudes, formular descripciones, enmiendas, protestas, declaraciones, apelaciones y reclamos, solicitar la aplicación de medidas cautelares; solicitar la nulidad de Patentes de Invención, modelos de utilidad, diseños Industriales, así como la de registros de marcas ante la autoridad nacional competente; aceptar en nuestro nombre y representación la Cesión de derechos de invención y de patente de invención que se nos haga por cualquier persona, abonar todos los impuestos, cuotas y pagos determinados por la ley, recibir todos los documentos y valores dando el descargo respectivo, llenar cualesquiera otros requisitos, desistir y tomar en fin todas las medidas que creyeran conducentes al resguardo de nuestros intereses y en caso de presentarse oposiciones para que intervengan como demandantes o como demandados, con todas las demás facultades necesarias, así como iniciar y tramitar procesos jurisdiccionales y/o administrativos relativos a competencia desleal. Este poder comprende además las facultades de recibir, desistir, transigir, comprometer, sustituir, revocar sustituciones, conciliar, recibir notificaciones y nombrar apoderados judiciales o extrajudiciales. Los mandatarios podrán ejercer el poder alternativa o indistintamente.

domiciled in (2)

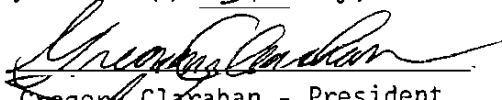
hereby appoint Dr. JERONIMO CASTILLO BONILLA and/or Dra. XIMENA BONILLA PEREIRA, and/or Dr. ALVARO CASTILLO GRAU, Calle 93A N° 14-17 Office 311 en Bogotá, Colombia, as our representatives with special, ample and sufficient power to obtain from the offices and Colombian authorities, administrative, judicial and police, in first or in second instance, Privileged Patents of invention, Registration of Trade Marks, of Models and Industrial Drawings, of Commercial Names and ensings, Commercial Slogans and Origin Denominations as well as assignments, extensions, renewals, changes of name, registration of license of exploitation and of license of use referred to said actions, Cancellation Actions against trademark Registrations, who are empowered to take before said authorities all of the necessary steps for the purposes indicated, to file applications, to formulate descriptions, corrections, protests, declarations, appeals and claims, apply for precautionary measures; apply for the nullity of Patent Inventions, Utility Models, Industrial Designs, as well as for Trademark Registrations before the competent national authority; to accept on our behalf and representation the assignment of rights of inventions and titles of invention that may be done to us by any person, to pay all taxes, quotas and payments prescribed by law, to receive all the documents and proceeds giving the respective acquittance or receipt; to fulfill any other requisites to desist and take in fact any other measures that may be deemed conducive to the safeguard of our interests, and in case oppositions are presented to intervene as complainant and defendant, with all necessary legal faculties, as well as to file jurisdictional and/or administrative processes related to disloyal competition. This power of attorney includes the faculties to receive, desist, compromise, transact substitute it in all or in part, to revoke substitutions, to conciliate, to receive notifications and to appoint extra-judicial or judicial attorneys. The attorneys can exercise the power alternatively or indistinctly.

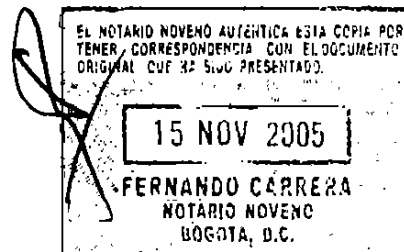
4 Date

Dado y firmado en (4) 31 May, 2005.

Given and signed in (4)

5 Applicant's
signature

(5) 
Gregory Clarahan - President



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VISIONWALL CORPORATION

SOLE DIRECTOR'S RESOLUTION

The undersigned, being the sole director of Visionwall Corporation (the "Corporation"), hereby signs the following resolution pursuant to subsection 117(1) of the *Business Corporations Act* (Alberta):

BE IT RESOLVED THAT :

Gregory L. Clarahan, President

is hereby authorized for in the name of and on behalf of the Corporation, to sign all documents, and generally to perform all such acts and things as may be requested or required in connection with the operations of the Corporation, and, in particular, any matter related to the filing of patent applications and the issuance of any resulting patent in any country.

Made effective the 1st day of April, 2005


GREGORY L. CLARAHAN

57 57 7



20362709

Corporate Access No.

BUSINESS CORPORATIONS ACT

Form 5

CERTIFICATE OF AMENDMENT

- VISIONWALL CORPORATION -

Name of Corporation

I HEREBY CERTIFY THAT THE ARTICLES OF THE ABOVE-MENTIONED CORPORATION WERE AMENDED.

- ☐ UNDER SECTION 13 OF THE BUSINESS CORPORATIONS ACT IN ACCORDANCE WITH THE ATTACHED NOTICE;
- ☐ UNDER SECTION 27 OF THE BUSINESS CORPORATIONS ACT AS SET OUT IN THE ATTACHED ARTICLES OF AMENDMENT DESIGNATING A SERIES OF SHARES;
- ☒ UNDER SECTION 171 OF THE BUSINESS CORPORATIONS ACT AS SET OUT IN THE ATTACHED ARTICLES OF AMENDMENT;
- ☐ UNDER SECTION 185 OF THE BUSINESS CORPORATIONS ACT AS SET OUT IN THE ATTACHED ARTICLES OF REORGANIZATION;
- ☐ UNDER SECTION 186 OF THE BUSINESS CORPORATIONS ACT AS SET OUT IN THE ATTACHED ARTICLES OF ARRANGEMENT.



M. M. Friskin

Registrar of Corporations

JANUARY 23, 1990

Date of Amendment

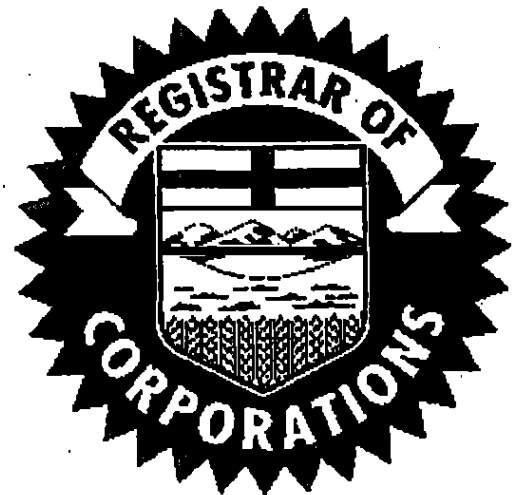
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BUSINESS CORPORATIONS ACT

**CERTIFICATE
OF
AMENDMENT AND REGISTRATION
OF RESTATED ARTICLES**

**VISIONWALL CORPORATION
AMENDED ITS ARTICLES ON 2003/06/12.**



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REPUBLICA DE COLOMBIA
SUPERINTENDENCIA DE INDUSTRIA Y COMERCIO

Folio 168

2020
Bogotá D.C.,

Doctor(a)
CASTILLO BONILLA JERONIMO
Apoderado(a) y/o Representante de
VISIONWALL CORPORATION

REFERENCIA	Radicación No.	05 65679
	Solicitud internacional	CA2002/001889
	Fecha inicio fase nacional	05/07/2005
	Trámite	11
	Evento	379
	Actuación	416
	Oficio No.	1168
	Folios	1

Teniendo en cuenta que la solicitud de privilegio de patente que se tramita bajo el expediente indicado en la referencia, reúne los requisitos de forma establecidos en la Decisión 486 de la Comisión de la Comunidad Andina, el Tratado de Cooperación en Materia de Patentes (PCT), el Reglamento y la Circular Única de la Superintendencia de Industria y Comercio, se envía el extracto de la solicitud a la Oficina de Comunicaciones para efecto de su publicación en la Gaceta de Propiedad Industrial.

Cúmplase

Dado en Bogotá DC,

05 SET. 2006

ALIX CARMENZA CESPEDES DE VERGEL
Jefe de la división de Nuevas Creaciones

adpa10