

**Schedule "C"**  
**ASSIGNMENT**

B E T W E E N:

**GRANT THORNTON LIMITED**, Trustee of the Estate of  
FIBRATECH MANUFACTURING INC., a bankrupt  
(hereinafter referred to as the "**Assignor**")

- and –

**CREDIT UNION CENTRAL OF ONTARIO LIMITED**  
(hereinafter referred to as the "**Assignee**")

**WHEREAS:**

- A. the Assignor is the trustee of the Estate of Fibratech Manufacturing Inc. (the "**Bankrupt**"), a bankrupt;
- B. the Assignee has requested that the Assignor take proceedings to set aside or obtain a judgment for damages resulting from payments by the Bankrupt to Carrel & Partners LLP on or about October 4, 2007 totalling approximately \$118,900 (the "**Transactions**");
- C. the Assignor has refused to take such proceedings by reason of lack of funds in the bankrupt estate;
- D. by Order of the Honourable Justice ● dated ●, 2008 (the "**Order**"), the Assignee, pursuant to section 38 of the *Bankruptcy and Insolvency Act*, R.S.C.

1985, c. B-3, as amended (the “**BIA**”) was authorized to commence an action in its own name and at its own expense and risk to set aside or obtain judgment for damages in respect of the Transactions and for other related relief (the “**Proceedings**”) including, without limitation, proceedings pursuant to sections 91, 95 and 100 of the BIA, the *Fraudulent Conveyance Act*, R.S.O. 1990 C. F. 29, the *Assignments and Preferences Act*, R.S.O. 1990, c. A.33, and the Bankrupt’s incorporating legislation; and,

- E. the Order further directed the Assignor to execute this assignment assigning all its right, title and interest in the subject matter of the Proceedings to the Assignee;

**NOW THIS ASSIGNMENT WITNESSES** that, in consideration of the premises and pursuant to the directions contained in the said Order,

- (1) The Assignor does hereby assign absolutely to the Assignee and such other creditors as may be entitled to share pursuant to the provisions in the Order, any and all estate, right, title, interest, claim, demand and cause of action, both at law and in equity, including any document in support thereof, which the Assignor has in relation to the Transactions, including, without limitation, the Proceedings, without recourse of any kind whatsoever to the Assignor.
- (2) The Assignor represents and warrants to the Assignee that it has not previously pledged, assigned or encumbered the Proceedings.
- (3) Subject to the representation and warranty in paragraph 2 hereof, the Assignor makes no representation or warranty of any kind whatsoever with respect to the Proceedings. Without limitation to the foregoing, the Assignor makes no representation or warranty of any kind whatsoever with respect to the validity, enforceability, existence, assignability, collectability, or value of the Proceedings.
- (4) Until such time as the Assignor is discharged as trustee of the Estate of the Bankrupt, the Assignor agrees to execute and deliver to the Assignee at the

Assignee's expense all such further documents and instruments as the Assignee may reasonably require, in furtherance hereof.

Dated at Thunder Bay, Ontario this            day of June, 2008.

**Grant Thornton Limited**, in its capacity as  
Trustee of the estate of Fibratex  
Manufacturing Inc., a bankrupt

Per: \_\_\_\_\_  
Russ Leroux