

Province: British Columbia ZIP: V6B 4A8

Entity:

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes No

(Designation must be a separate document from Assignment.)

3. Nature of Conveyance:

Assignment Change of Name
 Security Agreement Merger

Other _____

Execution Date: January 19, 1999

4. Application number(s) or registration number(s).

Additional sheet attached? Yes No

A. Trademark Appl. No.(s) B. Trademark Reg. No.(s)

75/134,937 _____

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jay F. Moldovanyi

Firm: Fay, Sharpe, Beall,

Fagan, Minnich & McKee, LLP

Address: 1100 Superior Avenue

Seventh Floor

City: Cleveland

State: Ohio ZIP: 44114-2518

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. 3.41): \$ 40.00

Enclosed

Authorized to be charge to deposit account

8. Deposit Account Number (attach duplicate copy of this form if paying by Deposit Account): _____

DO NOT USE THIS SPACE

ASSIGNMENT

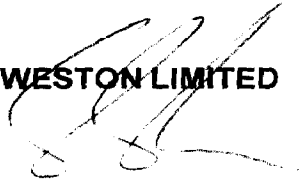
WHEREAS **GEORGE WESTON LIMITED** ("Assignor"), whose principal office or place of business is 22 St. Clair Avenue, Toronto, Ontario, M4T 2S7, has agreed to transfer to **BRITISH COLUMBIA PACKERS LIMITED** ("Assignee"), whose principal office or place of business is P.O. Box 5000, Vancouver, British Columbia, V6B 4A8, the Trademark Application, CLOVER LEAF, Serial Number 75/134,937, and all goodwill and reputation attached thereto and all rights in any matured cause of action related thereto in the United States and throughout the World (all of which is hereinafter called the "Trademark"); and

WHEREAS Assignee, is desirous of acquiring all right, title and interest in and to the said Trademark, all goodwill and reputation attached thereto and all rights in any matured cause of action related thereto;

NOW THEREFORE in consideration of the terms of an Agreement between Assignor and Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, hereby sells, assigns, transfers and sets over unto the said Assignee, the entire and exclusive right, title and interest in and to said Trademark, including, without limitation, all goodwill and reputation attached or related thereto and any matured cause of action related to said Trademark. Assignor agrees to execute and deliver to the Assignee all further documents as may be necessary to give effect to the assignment of such rights.

EXECUTED in the City of Toronto, the Province of Ontario, this 19th day of January, 1999.

GEORGE WESTON LIMITED



c/s

Name: STEWART E. GREEN
Position: SENIOR VICE PRESIDENT
& SECRETARY

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RECORDED: 05/25/1999

TRADEMARK
REEL: 001914 FRAME: 0376