

FORM PTO 1594

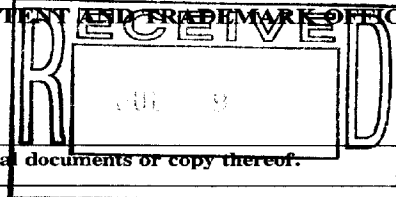
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U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

FRONT SHEET
BY



To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies):
Tribridge Brands Limited
Additional name(s) of conveying party(ies) attached? Yes No

7.9.99

2. Name and address of receiving party(ies):
Name: LBI Leading Brands, Inc.
Internal Address:
Street Address: 160-7400 River Road
City: Richmond, British Columbia State: Canada Zip: V6X 1X6
 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 (Designations must be separate from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of name
 Other
Execution Date: April 26, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/349577
B. Trademark Registration No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Michael D. Hobbs, Jr., Esq.
Internal Address: Troutman Sanders LLP
Street Address: 600 Peachtree Street, N.E. Suite 5200
City: Atlanta
State: GA Zip: 30308-2216

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. Hobbs, Jr.
Name of Person Signing

July 9, 1999
Date

07/12/1999 DMSUYEM 00000228 75349577
FC:481 40.00 OP
OMB No. 0651-0011 (exp. 4/94)

Total number of pages comprising cover sheet: 11

DO NOT DETACH THIS PORTION

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARKS**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

APPLICANT: LBI Leading Brands Inc. by Assignment from
Tribridge Brands Limited

MARK: TREK in Int. Cl. 29, 30, 32

SERIAL NO.: 75/349577

FILING DATE: August 29, 1997

**POWER OF ATTORNEY
and
DESIGNATION OF DOMESTIC REPRESENTATIVE**

Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

Honorable Sir:

Applicant, LBI Leading Brands Inc. by assignment from Tribridge Brands Limited, hereby appoints Michael D. Hobbs, Jr., Esq., Brian D. Flagler, Esq., Peter J. Pawlak, Esq., Kenneth Southall, Esq., R. Stevan Coursey, Esq., Gerald R. Boss, Esq., Gregory Scott Smith, Esq., William B. Dyer III, Esq., James D. Wright, Esq., M. Todd Mitchem, Esq. and Robert J. Frohwein, Esq., members of the Bar of the State of Georgia, practicing at TROUTMAN SANDERS LLP, NationsBank Plaza, 600 Peachtree Street, N.E., Suite 5200, Atlanta, Georgia 30308-2216, as their attorneys to prosecute and transact all business in the Patent and Trademark Office in connection with the above-identified registration.

0418735

MICHAEL D. HOBBS, JR., whose postal address is TROUTMAN SANDERS LLP, NationsBank Plaza, 600 Peachtree Street, N.E., Suite 5200, Atlanta, Georgia 30308-2216 is hereby designated Registrant's representative upon whom notice or process in proceedings affecting the mark may be served.

LBI LEADING BRANDS INC

By: 

Name: Robert D. Mutau

Title: President

Date: June 21, 1999

Attorney's Telephone: (404) 885-3330

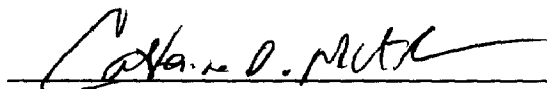
NOTARIAL CERTIFICATE

CANADA, PROVINCE OF)
BRITISH COLUMBIA)

In the Matter of
an Assignment Dated April 26, 1999
Between Tribridge Brands Limited and LBI Leading Brands Inc.

I, Catherine D. Mutala, a Notary Public in and for the Province of British Columbia, Canada, by royal authority duly appointed, DO CERTIFY that the paper writing hereto annexed is a true copy of an original document purporting to be an Assignment made the 26th day of April, 1999 between Tribridge Brands Limited and LBI Leading Brands Inc., the said copy having been compared by me with the said original document, an act whereby being requested I have granted under my Notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at the City of Vancouver, in the Province of British Columbia, Canada this 28th day of April, 1999.



A Notary Public in and for the Province of
British Columbia, Canada.
My Commission is for life.

ASSIGNMENT

WHEREAS Tribridge Brands Limited ("Tribridge"), whose full post office address is 1680 - 650 West Georgia Street, Vancouver, British Columbia, Canada, V6B 4N9, is the owner of the trade-marks, copyright, product formulations and other property particularized on the attached Schedule "A" (together the "Property");

AND WHEREAS LBI Leading Brands Inc. ("LBI"), whose full post office address is 160 - 7400 River Road, Richmond, British Columbia, Canada, V6X 1X6, is desirous of acquiring all worldwide rights in the said Property.

NOW THEREFORE, this Assignment witnesses that in consideration of the sum of twenty three thousand Canadian dollars (\$23,000 CA) paid by LBI to Tribridge and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties hereto:

1. Tribridge does hereby sell, assign and transfer to LBI all of its worldwide rights, title and interest in and to the trade-marks particularized on the attached Schedule "A" together with the goodwill of the business symbolized by the trade-marks worldwide, all worldwide rights to bring suit for past or future infringement of the trade-marks, and all worldwide rights, title and interest in and to any applications for registration and/or registrations for the trade-marks or renewals thereof.
2. Tribridge does hereby sell, assign and transfer to LBI all of its worldwide copyright in and to each item/work which comprises the Property; said copyright to be held and enjoyed by LBI, its successors and assigns for the duration of the entire unexpired term thereof, to the extent permitted by law, as fully and entirely as the same could have been held and enjoyed by Tribridge if this assignment and sale had not been made.
3. Tribridge does hereby sell, assign and transfer to LBI all of its worldwide rights, title and interest in and to the product formulations and other items/works which comprise the Property together with the goodwill of the business symbolized by such product formulations and other items/works which comprise the Property worldwide and all worldwide rights to bring suit for past or future infringement of such product formulations and other items/works which comprise the Property.
4. Tribridge shall execute and file such further documents as may be required to effect and record the transfer of each item/work which comprises the Property to LBI.

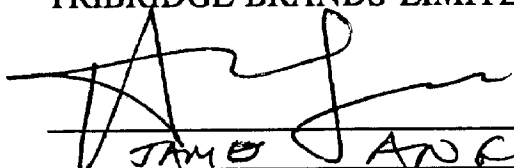
5. Tribridge does hereby grant to LBI a Power of Attorney to execute and file any documents required to give effect of the terms of this Assignment should Tribridge refuse or be unable to execute such documents.
6. Tribridge warrants that it has not assigned, licensed, sub-licensed or encumbered any item/work which comprises the Property in any manner, that it is the owner of record of the trade-mark applications itemized on the attached Schedule "A", and that it is the owner of the trade-mark which is the subject of such applications and the goodwill associated with it and the related trade-mark applications.
7. LBI shall forever have the right to deal with each item/work which comprises the Property in any manner which LBI in its sole discretion may choose, without further obligation or compensation to Tribridge.
8. Tribridge shall not, in any manner whatsoever, use or otherwise deal with any item/work which comprises the Property and agrees that by way of execution of this Assignment, it retains no rights, title or interest whatsoever in any item/work which comprises the Property.
9. This Assignment shall be binding upon Tribridge as well as its successors and assigns.

EXECUTED AT Vancouver, British Columbia, Canada, this 26th day of April, 1999.

TRIBRIDGE BRANDS LIMITED

C/S

By:
Name:
Title:



JAMES ANGUS

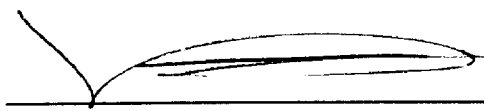
Director

EXECUTED AT Vancouver, British Columbia, Canada, this 26th day of April, 1999.

LBI LEADING BRANDS INC.

C/S

By:
Name:
Title:



Ralph McRae

President

TRADEMARK

REEL: 001926 FRAME: 0046

SCHEDULE "A"

TRADE-MARKS

1. **TREK**

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
838,147 (Canada)	March 3, 1997	non-alcoholic beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely carbonated and non-carbonated fruit juices, vegetable juices, and fruit and vegetable juices, either alone or combined with any or all of the following, namely, water, herbs and spices; carbonated colas and sodas; black, green and herbal teas, either alone or combined with any or all of the following, namely fruit juice, vegetable juice, herbs and spices; carbonated and non-carbonated waters, either alone or in combination with any or all of the following, namely herbs, spices, natural fruit flavours, and natural vegetable flavours; dairy based food beverages, either alone or combined with any or all of the following, namely herbs, spices, natural fruit flavours, natural vegetable flavours, and water; snack foods, namely granola based snack food bars, dried fruits, nuts, edible seeds, rice crackers, rice cakes, flour crackers, pretzels, popcorn, potato chips, flour chips, corn chips, fruit chips, nutritional food bars, chocolate covered nuts, yogurt covered nuts, fruits and seeds, fruit candy and chewing gum

2. **TREK**

Application No.

75/349,577 (U.S.)

Filing Date

August 29, 1997

Goods

non-alcoholic dairy beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely, milk, either alone or flavoured with any or all of the following - herbs, spices, natural fruit flavours, natural vegetable flavours and water; non-alcoholic beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely, black, green and herbal teas, either alone or flavoured with any or all of the following - fruit juice, vegetable juice, herbs and spices; non-alcoholic beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely, carbonated and non-carbonated fruit juices, vegetable juices, and fruit and vegetable juices either alone or flavoured with any or all of the following, water, herbs and spices; carbonated colas and soda waters; carbonated and non-carbonated drinking waters either alone or flavoured with any or all of the following - herbs, spices, natural fruit flavours and natural vegetable flavours

3. **TREK**

Application No.

Unregistered

Filing Date

N/A

Goods

All goods of any kind.

4.



<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

5. SUMATRA

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

6. KHATMANDU

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

7. YUCATAN

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

8. MANCHURIA

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

9. AMAZONIA

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

TRADEMARK

REEL: 001926 FRAME: 0049

10. **MARRAKESH**

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

11. **MARRAKECH**

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

PRODUCT FORMULATIONS

All product formulations/recipes for all goods in association with which the above trade-marks were used or were proposed to be used.

COPYRIGHT

All copyright in the trade-marks, product formulations and all other items/works which comprise the Property as itemized on this Schedule "A".

MISCELLANEOUS

All research, studies and data related to the goods in association with which the trade-marks were used or were proposed to be used.

All labels which were used or were proposed to be used in association with any goods in association with which the trade-marks were used or were proposed to be used.

The bottle design revealed in Schedule "B" attached hereto.

The label design revealed in Schedule "B" attached hereto.

All artwork, designs, promotional material and/or any other material, which were used or were proposed to be used in association with goods in association with which the trade-marks were used or were proposed to be used.

TROUTMAN SANDERS LLP

A T T O R N E Y S A T L A W
A LIMITED LIABILITY PARTNERSHIP

NATIONSBANK PLAZA
600 PEACHTREE STREET, N.E. - SUITE 5200
ATLANTA, GEORGIA 30308-2218
TELEPHONE: 404-885-3000
FACSIMILE: 404-962-6588
INTERNET: michael.hobbs@troutmansanders.com

Michael D. Hobbs, Jr.

404-885-3330

July 9, 1999

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: LBI Leading Brands, Inc. -- Assignment from Tribridge Brands Limited
Our Reference: 6909.90820

Honorable Sir:

Enclosed please find the following:

- (1) Recordation Cover Sheet dated July 9, 1999;
- (2) Assignment dated April 26, 1999;
- (3) Designation of Domestic Representative;
- (4) This firm's check in the amount of \$40.00.

If any additional fees are deemed to be payable, please charge our Deposit Account No. 20-1507.

Respectfully submitted,

TROUTMAN SANDERS LLP

By: 

Michael D. Hobbs, Jr.

/pak

Enclosures

cc: Catherine D. Mutala, Esq.

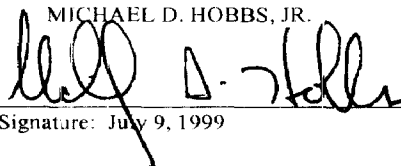
CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

Express Mail Mailing Label No. EM531966049US

Date of Deposit: July 9, 1999

I hereby certify that this paper is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner for Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

MICHAEL D. HOBBS, JR.



Date of Signature: July 9, 1999

