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FORM PTO-1618A

Expires 06/30/99 OMB 0651-0027

05-22-2000

U.S. Department of Commerce Patent and Trademark Office **TRADEMARK**

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Conveying Party Name GREB INTERNATIONAL AND	Mark if additional names of conveying parties attached Execution Date Month Day Year
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Individual General Partnership	x Limited Partnership Corporation Association
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Receiving Party [Mark if additional names of receiving parties attached
Name 9084-6502 QUEBEC INC.	
DBA/AKA/TA	
Composed of	
Address (line 1) 3770 INDUSTRIAL BOULE	CVARD
Address (line 2) SHERBROOKE	
Address (line 3) PROVINCE OF QUEBEC	CANADA J1L 1V8
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X Corporation Association	not domiciled in the United States, an appointment of a domestic representative should be attached.
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Correspondent Name and Address Area Code and Telephone Number 215/981-4714		
Name MINDY ELLIS SCHWARTZ		
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Trademark Application Number(s) 75307029	Registration Number(s) 2273367 1050122	
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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. Charges to deposit account are authorized, as		
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MINDY ELLIS SCHWARTZ	Illi Ichwark March 20,2000	
Name of Person Signing	Signature Date Signed	

Rc:

Assignment

Greb International and Company, Limited Partnership to

9084-6502 Quebec Inc.

U.S. Trademark Registration Nos.:

U.S. Application Serial No.: 75/307,029

2,273,367

1,061,270

1,992,324

1,050,122

DESIGNATION OF DOMESTIC REPRESENTATIVE

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

9034-6502 Quobec Inc. hereby designates Pepper Hamilton LLP, 3000 Two Logan Square, Eighteenth and Arch Streets, Philadelphia, Pennsylvania 19103-2799, as its domestic representatives upon whom may be served notices or process in proceedings affecting these trademarks.

9084-6502 QUEBEC INC.

Datodi March 16, 2000

Name:

GEORGE FAUL

Title:

PRESIDENT

ASSIGNMENT

WHEREAS, GREB INTERNATIONAL AND COMPANY, LIMITED PARTNERSHIP, a limited partnership having its principal place of business at 6700 Century Avenue, Suite 101, Mississauga, Province of Ontario, L5N 2V8, Canada (hereinafter referred to as the "Assignor"), is the owner of all right, title and interest in and to the following United States trade-mark registrations (hereinafter referred to as the "Registrations"):

<u>Mark</u>	Registration number
NORTH GARDEN	2,273,367
SANTANA	1,992,324
SANTANA	1,061,270
TERRA FIRMA	1,050,122

and is the owner of all right, title and interest in and to the following United States trademark application (hereinafter referred to as the "Application"):

Mark

EQUINOX

75/307,029

and the marks covered therein and thereby (hereinafter referred to as the "Marks") as well as the goodwill attaching thereto;

WHEREAS, 9084-6502 QUÉBEC INC., a corporation having its principal place of business at 3770 Industriel Boulevard, Sherbrooke, Province of Québec, J1L 1V8, Canada (hereinafter referred to as the "Assignee"), is desirous of acquiring all right, title and interest in and to the Registrations, the Application and the Marks together with the goodwill attaching thereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor, does hereby assign unto the Assignee, who accepts the Assignor's entire right, title and interest in and to the Registrations, the Application and the Marks together with the goodwill attaching thereto, together with all rights acquired by use of the Marks, together with all rights of action, in law or in equity, for any past or future infringements or passing off by third parties thereof, and together with the right to claim or obtain for the exclusive benefit of the Assignee, all damages owed by infringers or passers off of the Marks, for any action for infringement or action for passing off committed before or after the present assignment.

Said Assignor covenants that it will execute all documents, papers, forms and authorizations which may be necessary for securing, completing or absolutely vesting full right, title and interest to the Registrations, the Application and the Marks together with the goodwill attaching thereto, in favour of the Assignee.

Registrations, the Application and the Marks together with the goodwill attaching thereto, in favour of the Assignee.

IN WITNESS WHEREOF the Assignor and the Assignee have hereunder set their hand, on the date entered below.

> ARTHUR ANDERSON, Interim Receiver of GREB INTERNATIONAL AND COMPANY, LIMITED PARTNERSHIP/SOCIÉTÉ EN COMMANDITE GREB International

February 15, 2000 Date:

Bring Danzerey line Chelus

9084-6502 QUÉBEC INC.

Date: February 15, 2000

RECORDED: 03/20/2000

Per:

Title: