

12-11-2000



MD
11-17-00

101546149
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
- Other _____

Effective Date
Month Day Year
09 12 99

Conveying Party

Mark if additional names of conveying parties attached

Name CARGOPRO INC.

Execution Date
Month Day Year
09 12 99

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization ONTARIO, CANADA

Receiving Party

Mark if additional names of receiving parties attached

Name BDO DUNWOODY LIMITED

DBA/AKA/TA c/o ROYAL BANK OF CANADA

Composed of _____

Address (line 1) 25 MAIN STREET WEST, SUITE 805

Address (line 2) _____

Address (line 3) HAMILTON

ONTARIO CANADA

L8P 1H1

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization ONTARIO

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2372566"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2352506"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

MINDY ELLIS SCHWARTZ

Name of Person Signing

Mindy Ellis Schwartz

Signature

November 17, 2000

Date Signed

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS Cargopro Inc., an Ontario corporation (the "Company") borrowed certain monies (the "Loans") from Royal Bank of Canada (the "Secured Party");

AND WHEREAS as security for the Loans the Company granted a security interest in its assets to the Secured Party pursuant to:

- (a) a General Security Agreement dated October 7, 1999 (the "General Security Agreement"); and
- (b) a Security Agreement dated December 2, 1999 (the "Security Agreement"),

(the General Security agreement and the Security Agreement collectively referred to as the "Security Agreements");

AND WHEREAS by letter dated May 25, 2000 the Secured Party demanded payment of the Loans;

AND WHEREAS the Company defaulted in the payment of the Loans in or about May 2000 and by Instrument dated May 25, 2000 given pursuant to section 244 of the Bankruptcy and Insolvency Act (Canada) the Secured Party gave notice to the Company of its intention to enforce the Security Agreements;

AND WHEREAS pursuant to the terms of the General Security Agreement by Instrument dated June 5, 2000, a copy of which is attached hereto as Exhibit "A", the Secured Party appointed BDO Dunwoody Limited (the "Receiver") to be the receiver of the property and assets of the Company;

AND WHEREAS by Notice dated June 2, 2000 given pursuant to sub-section 63(4) of the Personal Property Security Act (Ontario) the Secured Party notified the Company and all others entitled to such notice of its intention to dispose of certain property and assets of the Company (including the property and assets hereinafter described);

AND WHEREAS pursuant to an Acknowledgement and Consent dated June 2, 2000, a copy of which is attached hereto as Exhibit "B", the Company consented to the appointment of the Receiver to be the receiver of the property and assets of the Company;

AND WHEREAS default has occurred under the Security Agreements and is now continuing;

AND WHEREAS pursuant to the Security Agreements the Receiver has the right to convey the right, title and interest of the Company in the property and assets hereinafter described;

AND WHEREAS the appointment of the Receiver has not been revoked;

AND WHEREAS the Receiver, in its capacity as receiver for the Company, and Durakon Acquisition Corp., a corporation of the State of Michigan having an address of 2101 N. Lapeer Road, Lapeer, Michigan 48446-8799 (the "Assignee") have entered into an Asset Purchase Agreement dated as of September 12, 2000 (the "Purchase Agreement") providing for the sale by the Receiver to the Assignee of certain assets relating to the business of the Company;

AND WHEREAS the Receiver, as Assignor (the "Assignor"), has agreed to grant certain rights in intangible assets, including in and to the trademarks and other intellectual property shown in Schedule "A" hereto (the "Trademarks");

NOW THEREFORE for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Assignor hereby agrees as follows:

1. The Assignor hereby sells, assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to the Trademarks of the Company together with the goodwill of the business which is symbolized by the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof.
2. Upon said consideration the Assignor hereby agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents and that it will at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and so such additional acts as the said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant.
3. This Assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successor and assigns.
4. This Assignment and the Purchase Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject

matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF the Assignor has duly executed this Assignment as of the 12th day of September, 2000.

BDO DUNWOODY LTD., as Receiver
and Manager of the assets, property and
undertaking of CARGOPRO INC.

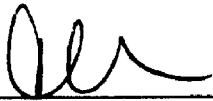
Per: _____


CANADA

PROVINCE OF ONTARIO

COUNTY OF MIDDLESEX

On this 12th day of September, 2000 before me personally appeared Chester Szypula of BDO Dunwoody Limited, to me known to be the person named in and who executed the above instrument, and who acknowledged to me that he executed the same for the uses and purposes therein set forth.



Thomas Michael Conway, Notary Public in and
for the Province of Ontario.

Schedule A

United States Trademark Applications and Registrations

<u>APPLICATION NO./REGISTRATIO N NO.</u>	<u>FILING DATE/ REGISTRATION DATE</u>	<u>MARK</u>	<u>OWNER OF RECORD</u>
2,372,566	August 1, 2000	CARGOPRO	CargoPro Inc.
2,352,506	May 23, 2000	SIMPLIFY YOUR LIFE	Deck Express, Inc.

CANADIAN TRADEMARKS (UNREGISTERED)

**CARGOPRO
CARGO DRAWER
SIMPLIFY YOUR LIFE**

COMPANY NAME

CargoPro Inc.

DOMAIN NAME

www.cargopro-inc.com



ROYAL BANK

EXHIBIT "A"

F. (Fred) Ihnatuk
Manager, Special Loans - Ontario

Regional Business Banking Centre
383 Richmond Street, 5th Floor
London, Ontario N6A 3C4

1-819-661-1073 Fax 1-519-661-1031
E-Mail Fred.Ihnatuk@royalbank.com

June 5, 2000

BDO Dunwoody Limited
25 Main Street West, Suite 805
Hamilton, Ontario
L8P 1H1

Attention: Mr. Chester R. Szyputa, CIP
Vice President

Dear Sir:

Re: Cargopro Inc.

The Royal Bank of Canada (the "Lender") notified Cargopro Inc. (the "Debtor") of our intention to enforce our security on May 25, 2000 pursuant to Subsection 244(1) of the Bankruptcy and Insolvency Act. Therefore, pursuant to the provisions of our General Security Agreement (the "Security"), we hereby appoint BDO Dunwoody Limited as Receiver and Manager of all the undertaking, property and assets comprised in or subject to the security, mortgages, and charges contained in and constituted by the Security with each and every power and authority of a receiver specified in the security including, without limitation, the following powers:

1. to take possession of the Collateral;
2. to take such steps as you deem appropriate for the preservation of the Collateral;
3. to sell, lease or dispose and concur in the selling, leasing or disposing of all or any part of the Collateral in such a manner as you may determine; and
4. to enter into any compromise or arrangement on behalf of the Debtor.

As provided in the Security, you shall be the agent of the Debtor for the purpose of carrying on the managing of the business and affairs of the Debtor.

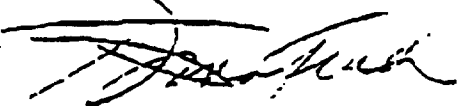
Page 2

The Lender further undertakes to pay your proper fees and out of pocket expenses and disbursements incurred by your acting as agent in the undertaking, property and assets of the above corporation which are subject to our security are insufficient to pay such fees and expenses.)

The rights and powers conferred hereby are in supplement to and not in substitution for any rights that the Lender may have from time to time.

Yours truly,

ROYAL BANK OF CANADA



Per: Fred Ihnatiuk
Manager, Special Loans - Ontario

BDO Dunwoody Limited hereby consents to act as Receiver and Manager of Cargopro Inc. in accordance with the terms of the foregoing.

DATED at London this 11th day of Jan, 2000

BDO Dunwoody Limited



Per: Chester R. Szyputa, CIP
Vice President

EXHIBIT "B"

ACKNOWLEDGEMENT AND CONSENT OF DEBTOR**TO: ROYAL BANK OF CANADA (the "Bank")**

The undersigned acknowledges receipt of a letter of demand for payment dated May 25, 2000 (the "Demand"), a true copy of which is annexed hereto as Schedule "A".

The undersigned hereby acknowledges that it is unable to meet the Demand and that if given a reasonable period of time to meet the Demand it could not do so.


The undersigned hereby irrevocably consents to the immediate appointment of KPMG Inc. as Receiver and Manager of all of the assets, property and undertaking of the undersigned under and in respect of the following security held by the Bank:

- (a) a General Security Agreement dated October 7, 1999 charging all present and future assets of the undersigned; and
- (b) a Security Agreement dated December 2, 1999 charging the goods of the undersigned and in the proceeds thereof,

(herein collectively the "Security").

The undersigned hereby waives the necessity or obligation of being given any time with respect to the payment of the amounts owed and agrees that the Bank and/or KPMG Inc. may proceed immediately with respect to the amounts owed and the enforcement of the Security.

All of the foregoing shall be binding upon the undersigned and its successors and assigns and shall enure to the benefit of the Bank and/or ~~KPMG Inc.~~ and their respective successors and assigns.

800 Dunwoody Limited 

DATED at London this 2nd day of June, 2000.

CARGOPRO INC.

Per: 

John B. Organ, President and
Sole Director

I have authority to bind the Corporation.

LERNER

ASSOCIATES
 BARRISTERS & SOLICITORS LLP

P.O. Box 2225
 30 Dufferin Avenue
 London ON N6A 4G4
 Telephone: 519-672-4131
 Facsimile: 519-672-3554
 www.lerner.ca

Thomas M. Conway
 Extension 256
 tconway@lerner.ca

SCHEDULE "A"
 May 25, 2000

FILE NUMBER 162-062 TMC

Cargopro Inc.
 85 South Edgeware Road
 ST. THOMAS, Ontario
 N5P 2H7

Attention: John B. Organ, President

Dear Sir

Re: Royal Bank of Canada (the "Bank") Loan to Cargopro Inc. ("Cargopro")

We are the solicitors for the Bank and have been instructed by it to send this letter to you.

We, on behalf of the Bank, hereby demand immediate payment of the following amounts:

Demand Operating Loan

(a)	Principal	\$130,000.00
(b)	Accrued and unpaid interest to date	<u>1,040.13</u>
	Total	\$131,040.13
	Per Diem - \$32.05	

Interest will continue to accrue on the principal at the prime rate of the Bank in effect from time to time plus 1.5% per annum (currently 7.5%, subject to change, plus 1.5% = 9%).

-2-

Demand Instalment Loan

(a) Principal	\$90,075.36
(b) Accrued and unpaid interest to date	<u>657.59</u>
Total	\$90,732.94
Per Diem - \$23.44	

Interest will continue to accrue on the principal at the prime rate of the Bank in effect from time to time plus 2% per annum (currently 7.5%, subject to change, plus 2% = 9.5%).

VISA Account No. 4510130001102417

(a) Principal	\$6,544.69
(b) Accrued and unpaid interest to date	<u>70.98</u>
Total	\$6,615.67

Interest will continue to accrue on the principal at the rate of 18.5% per annum.

VISA Account No. 4510130001102474

(a) Principal	\$8,086.28
(b) Accrued and unpaid interest to date	<u>95.94</u>
Total	\$8,182.22

Interest will continue to accrue on the principal at the rate of 18.5% per annum.

The principal amounts owing in respect of the Demand Operating Loan, the Demand Instalment Loan and the two VISA accounts, the accrued and unpaid interest to date thereon and further accruing and unpaid interest are hereinafter referred to as the "Indebtedness".

Please be advised that unless payment of the Indebtedness is made to the Bank by no later than June 12, 2000 the Bank will take whatever steps it deems appropriate to collect payment of the Indebtedness, including but not necessarily limited to, the enforcement and realization upon the security described on the enclosed Notice of Intention to Enforce Security which is hereby being served pursuant to Section 244(1) of the Bankruptcy and Insolvency Act.

If prior to June 12, 2000 circumstances require that the Bank take steps to protect its security it reserves its right to do so. Furthermore, the Bank reserves its right to take earlier enforcement proceedings with respect to the security in the event that it determines that a material

-3-

adverse change has occurred in respect of the financial circumstances of Cargopro or in respect of the security.

Yours very truly

Thomas M. Conway

TMC/sms
Enclosure (1)

cc Royal Bank of Canada
Attention: Mr. Fred Ihnatuk

