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ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 472035-118

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

1. Name of conveying party(ies): Arctic Glacier Canadian Water Co. Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-~~State~~ Canada [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: The Arctic Group Inc. Internal Address: Street Address: 625 Henry Avenue City: Winnipeg, Manitoba, CANADA State: Zip: R3A 0V1 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-~~State~~ Canada [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: June 6, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,288,082 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 1

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Theodore D. Lienesch Internal Address: Thompson Hine LLP Street Address: 2000 Courthouse Plaza N.E. 10 West Second Street City: Dayton State: Ohio Zip: 45402

7. Total fee (37 CFR 3.41) \$ 40.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: 20-0809 Commissioner is authorized to charge any additional fees or credit any overpayment to Deposit Account. (Attach duplicate copy of this page if paying by deposit account)

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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. Theodore D. Lienesch, Reg. No. 28,235 Name of Person Signing [Signature] Signature 7/3/01 Date

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Total number of pages including cover sheet, attachments, and document: 3

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002328 FRAME: 0843

TRADE-MARK ASSIGNMENT

WHEREAS Arctic Glacier Canadian Water Co. Inc. (hereinafter "the Assignor"), whose full post office address is 625 Henry Avenue, Winnipeg, Manitoba, Canada R3A 0V1, is the owner of the trade-mark set out in Schedule "A" hereto (hereinafter the "Trade-mark");

AND WHEREAS The Arctic Group Inc. (hereinafter "the Assignee") whose full post office address is 625 Henry Avenue, Winnipeg, Manitoba, Canada R3A 0V1 is desirous of acquiring all of Assignor's worldwide right, title and interest in and to the Trade-mark together with the goodwill associated therewith;

NOW THEREFORE, in consideration of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby acknowledged, the Assignor hereby irrevocably and unconditionally sells, assigns, transfers and conveys to the Assignee, all of its right, title and interest in Canada, the United States and all jurisdictions throughout the world in and to the Trade-mark, including all registrations and applications for registration of the Trade-mark, all goodwill associated therewith, all rights of action appurtenant or relating thereto, and all rights as a party in any oppositions, expungement proceedings or any similar proceedings, the same to be held by the Assignee as fully and effectively as they would have been held by the Assignor had this assignment not taken place.

The Assignor hereby covenants and agrees that it will, without further consideration, and as may be requested by Assignee from time to time, communicate with the Assignee, its successors and assigns, any facts known to it respecting the Trade-mark, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Trade-mark in said Assignee, its successors or assigns, and make all rightful oaths and generally do everything possible to aid the Assignee, its successors and assigns, to obtain full and complete assignment of the Trade-mark.

SIGNED at Winnipeg, Manitoba, this 6th day of June, 2001.
ARCTIC GLACIER CANADIAN WATER CO. INC.

Per: [Signature]

Name: Hugh Alexander Adams

Title: Corporate Secretary

I have the authority to bind the Corporation.

The undersigned Assignee hereby accepts this Assignment.
THE ARCTIC GROUP INC.

Per: [Signature]

Name: Hugh Alexander Adams

Title: Corporate Secretary

I have the authority to bind the Corporation.

Schedule A

<u>Trade-mark</u>	<u>Appln. No/Regn. No.</u>	<u>Country</u>
ARCTIC GLACIER	TMO 743,077	Canada
ARCTIC GLACIER	2,288,082	United States
ARCTIC GLACIER	4,411,620	Japan