

09-10-2001

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To the Honorable Commissioner of Patents.

Final documents or copy thereof.

101837174

1. Name of conveying party(ies):

Coopers & Lybrand Limited

08/30/01

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 26, 1997

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

A. Trademark Application No.(s)

2. Name and address or receiving party(ies):

Name: Liquidation World Inc

Internal Address:

Street Address: 3880 29th Street N.E.

City: Calgary, Alberta, Canada ZIP/TIL 686

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

Additional name(s) & address(es) attached? Yes No

B. Trademark registration No.(s) 2126879

Additional numbers attached? Yes No

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

Name: Jeffrey M. Samuels

Internal Address:

Street Address: 656 Timber Creek Dr

City: Akron State: OH ZIP 44333

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

8. Deposit account number:

(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.

Jeffrey M. Samuels
Name of Person Signing

Jeffrey M. Samuels
Signature

8/29/01
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

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TRADEMARK

REEL: 002363 FRAME: 0427

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: NII Northern International Inc. (via assignment)

Registration No.: 2,126,879

Registration Date: January 6, 1998

Mark: PARADISE

BOX POST REG NO FEE

Hon. Commissioner for Trademarks
2900 Crystal Drive
Arlington, Virginia 22202-3513

**POWER OF ATTORNEY AND APPOINTMENT OF DOMESTIC
REPRESENTATIVE**

Registrant hereby appoints Jeffrey M. Samuels, Esq., whose address is 228 Pineland Drive, Copley, Ohio 44321, an attorney admitted to practice before the courts of the State of Ohio, New York, the District of Columbia, and the Commonwealth of Virginia, to maintain and accept correspondence regarding this registration and to transact all business in the United States Patent and Trademark Office in connection therewith.

NII NORTHERN INTERNATIONAL INC.

By: 

Name: Steve Gula

Title: PRESIDENT.

EXHIBIT "B"

MEMORANDUM OF AGREEMENT
("Agreement")

BY AND BETWEEN

COOPERS & LYBRAND LIMITED, in its capacity as Receiver and Manager of the undertaking and assets of HOME PRODUCTS DISTRIBUTION INC. and as agent for Hongkong Bank of Canada with respect to HOME PRODUCTS DISTRIBUTION INC., and not in its personal capacity, herein represented by Mr. Alan Driver

(hereinafter designated as "COOPERS")

AND

LIQUIDATION WORLD INC., a body politic and corporate, duly incorporated according to law, having a place of business at 3880, 29th Street N.E., Calgary, Alberta, herein represented by Mr. Jonathan Hill

(hereinafter designated as "LWI")

WHEREAS

- A. By articles of amalgamation effective April 1, 1997, General Films Inc. amalgamated with General Avcon Corporation to continue as General Avcon Corporation and subsequently also by articles of amalgamation effective April 1, 1997, Hardcraft Industries Limited, Regent Specialty Products Ltd., Home Gift Distributors Inc., General Avcon Corporation and Elginhouse Holdings Inc. amalgamated to continue as HOME PRODUCTS DISTRIBUTION INC. ("HPD").
- B. Hongkong Bank of Canada ("HKBC") holds security (the "Security") from HPD and certain of its predecessors which provides for a security interest in all of the undertaking and assets of HPD and HKBC has consented to the transactions contemplated herein.
- C. HKBC appointed COOPERS as receiver and manager of the undertaking and assets of HPD, and as agent for HKBC with respect to HPD, pursuant to the Security.
- D. COOPERS, exercising such powers of sale as are contained in the Security, has agreed to assign to LWI all of HPD's right, title and interest, if any, in and to the trade-marks and CSA registrations of HPD more particularly described in Schedule "A" hereto (the "Assets").
- E. LWI has agreed to pay to COOPERS on or before delivery of this agreement the sum of TEN THOUSAND ONE HUNDRED (\$10,100.00) DOLLARS as the purchase price of the Assets.
- F. The Assets are being assigned on an "as is, where is" basis. LWI has had an opportunity to inspect the Assets and to investigate the title thereto and the right of COOPERS to sell same. LWI has conducted such inspections and investigations concerning those matters as LWI decided were appropriate, and has satisfied itself concerning those matters and concerning the existence of and the condition of the Assets. No representation, warranty or condition either express or implied has been or will be given by COOPERS as to the existence, description, condition, cost, size, quality, fitness for purpose or merchantability of the Assets, save and except for the express warranties given in article 1.1 hereof. The description of the Assets contained in Schedule "A" annexed hereto is for the purposes of identification only and no representation, condition or warranty has or will be given by COOPERS concerning the accuracy of that description.

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SECTION - WARRANTIES

1.1 COOPERS hereby warrants to and covenants with LWI the following:

- i. that recitals A, B, C and D are true in substance and in fact;
- ii. that neither COOPERS nor HKBC has executed a discharge or assignment of the Security, and
- iii. that neither COOPERS nor HKBC has granted a security interest in or previously conveyed the Assets.

1.2 LWI hereby warrants to and covenants with COOPERS that recitals D, E and F are true in substance and in fact.

SECTION 2. - SALE OF ASSETS

2.1 In consideration of and in exchange for the sum of TEN THOUSAND ONE HUNDRED (\$10,100.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COOPERS hereby sells, assigns and transfers to LWI, pursuant to such powers of sale as are contained in the Security, all of HPD's right, title and interest, if any, in and to the Assets, together with the goodwill of the business in the goods and services associated with such Assets, the same to be held and enjoyed by LWI as fully and completely as by HPD had this Agreement not been made.

2.2 COOPERS hereby remises, releases and forever discharges to LWI all of its claims and demands and the claims and demands of HKBC whatsoever upon the Assets.

2.3 LWI shall be responsible, if applicable, for the collection of all taxes or duties exigible with respect to the sale of the Assets, including without limitation, any federal goods and services taxes and provincial retail sales taxes, and further agrees to:

- i. pay all of the said provincial retail sales taxes; and
- ii. remit to COOPERS all of the said federal goods and services taxes after deducting therefrom the input tax credits and/or refundable tax credits relating to LWI's commission.

In any event, LWI hereby indemnifies COOPERS and holds it harmless in respect of any claim from the federal and provincial tax authorities relating to sales taxes and goods and services taxes relating to sales of Assets.

In the event that such a claim arises, upon the further written consent of COOPERS, LWI shall be authorized to deal directly with the federal and/or provincial tax authorities and shall have the right, provided that it keeps COOPERS apprised of the status of such claim, to contest the claim in its name or in the name of COOPERS, at LWI's expense, and to make any settlement with respect thereto that LWI deems appropriate, provided that COOPERS is released from any and all liabilities or responsibilities as a result of such a settlement.

SECTION 3. - MISCELLANEOUS

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- 3.8 These presents represent the entire agreement between the parties with respect to the Assets and supersede any prior discussion, negotiation, tentative agreement or otherwise that is not fully consistent herewith.
- 3.9 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. For the purposes of this paragraph, a facsimile copy of an executed counterpart of this agreement shall be deemed to be an original.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT, ON THIS
___ DAY OF AUGUST, 1997.

COOPERS & LYBRAND LIMITED, in its capacity as Receiver and Manager of the undertaking and assets of HOME PRODUCTS DISTRIBUTION INC. and as agent for Hongkong Bank of Canada with respect to HOME PRODUCTS DISTRIBUTION INC., and not in its personal capacity

Per: 
Name: Alan Driver

LIQUIDATION WORLD INC.

Per: _____
Name: Jonathan Hill

REVENUE CANADA

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- 4 -

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- 3.9 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. For the purposes of this paragraph, a facsimile copy of an executed counterpart of this agreement shall be deemed to be an original.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT, ON THIS 26th DAY OF AUGUST, 1997.

COOPERS & LYBRAND LIMITED, in its capacity as Receiver and Manager of the undertaking and assets of HOME PRODUCTS DISTRIBUTION INC. and as agent for Hongkong Bank of Canada with respect to HOME PRODUCTS DISTRIBUTION INC., and not in its personal capacity

Per: _____
 Name: Alan Driver

LIQUIDATION WORLD INC.

Per: _____
 Name: Jonathan Hill

REVENUE CANADA

SCHEDULE "A"

ASSETS

ACTIVE CANADIAN AND U.S. TRADE-MARK REGISTRATIONS AND APPLICATIONS

Handicraft Industries Limited

Active Canadian Trade-marks

Trade-mark	Application No.	Registration No.
EEZY-COM	466,531	275,413
THE ART OF LIGHTING	802,729	N/A
HOME-TECH IMPROVEMENT PRODUCTS FOR EVERY NEED PRODUITS D'AMELIORATION POUR TOUS VOIS	745,626	N/A

Regent Specialty Products Ltd.

Active Canadian Trade-marks

Trade-mark	Application No.	Registration No.
PARADISE	774,207	450,905
PROPOUCH TUFFER	764,630	447,148
MEDI + POUCH & Design	696,745	424,116
PROLOK	624,791	405,985
REGENT SPECIALTY PRODUCTS	487,644	274,894

Active U.S. Trade-marks

Trade-mark	Application No.	Registration No.
PARADISE	75/164,350	N/A

General Films Ltd.

Active Canadian Trade-marks

Trade-mark	Application No.	Registration No.
GENERAL AUDIO-VISUAL COMPANY	328,915	173,706

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COMMON LAW TRADE-MARKS - CANADA

STYLE-LINE
BACHER
PERMA-LOK
DESIGNCRAFT
VALLEYWOOD
PRIMS
REGENCY
HOME-TECH
CRIME BUSTER
FAMILY GUARD
PRO POUCH
REGENCY COLLECTION

COMMON LAW TRADE-MARKS - U.S.

STYLE-LINE
BACHER
PERMA-LOK
DESIGNCRAFT
VALLEYWOOD
PRIMS
REGENCY
HOME-TECH
CRIME BUSTER
FAMILY GUARD
PRO POUCH
REGENCY COLLECTION

APPENDIX I