



04-01-2002



102038044

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

1. Name of conveying party(ies):
 CANAC LTD./CANAC LTEE
 3950 Hickmore Street
 St. Laurent, Quebec, CANADA **3-25-02**

Individual(s) Association
 General Partnership Partnership
 Corporation-Canadian
 Other

Additional name(s) of conveying party(ies) attached?
 yes no

2. Name and address of receiving party(ies)?
 CANAC INC.
 3950 Hickmore Street
 St Laurent, Quebec, CANADA

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-Canadian
 Other

Additional name(s) & address(es) attached?
 yes no

Appointment of Domestic Representative attached?
 yes no

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Names
 Other

Execution Date: December 31, 2001

4. Application number(s) or registration number(s): 75/737,417; 76/041,957; 76/197,679; 75/501,394; 75/861,991; 76/041,956; 75/862,552; 76/003,194; and 76/123,763

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed:
 Gary D. Krugman
 SUGHRUE, MION, PLLC
 2100 Pennsylvania Avenue, N.W., Suite 800
 Washington, D.C. 20037-3213

04/01/2002 TDIAZI 00000028 75737417
 01 FC:481 40.00 DP
 02 FC:482 200.00 DP

6. Total number of applications and registration involved: 9

7. Total Fee (37 CFR 3.41): \$240.00
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.
 Authorized to be charged to Deposit Account

8. Deposit Account No. 19-4880
 (Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

 Name

March 22, 2002

 Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

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

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

CONFIRMATORY TRADEMARK ASSIGNMENT

WHEREAS, Canac Ltd./Canac Ltée (formerly Canac Inc.), a Canadian company, with its principal office and place of business at 3950 Hickmore Street, St. Laurent, Quebec H4T 1K2 (hereinafter "Assignor") is the owner of US Intent to Use Trademark Applications set out in the attached Schedule (hereinafter, the "Trademarks");

WHEREAS Canac Inc. (formerly known as Canac Railway Services Inc.) a Canadian company, with its principal office and place of business at 3950 Hickmore Street, St. Laurent, Quebec H4T 1K2 (hereinafter the "Assignee") was desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks in the United States of America and its territories and possessions;

NOW THEREFORE, in consideration for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms that it did on December 31, 2001, assign, confirm and transfer to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to all of the Trademarks and that portion of Assignor's business in connection with which Assignor had a bona fide intention to use the Trademarks, together with the goodwill of that portion of the business symbolized by the mark;

Assignor hereby authorizes and requests the United States Assistant Commissioner for Trademarks to issue any registrations maturing from the pending applications filed by Assignor in the name of Assignee;

Assignor expressly agrees to execute, acknowledge and deliver such documents and other instruments that may be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery of the Trademarks to the Assignee.

SCHEDULE

Country	Trade-mark	Reg. (Appl.) Number
USA	BELTPACK	75/737,417 -
	BRAIN IN THE TRAIN	76/041,957 -
	CANAC	76/197,679
	CANAC & Design	75/501,394 -
	CANAC POWERTRAIN	75/861,991 -
	CANTRAC	76/041,956 -
	POWERTRAIN & DESIGN	75/862,552-
	PROTECTIVE PITCH & CATCH	76/003,194 -
	TRACMAN	76/123,763 -

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this
24th day of *January*, 2002.

Signed before me)
in Montreal, Quebec)
this 24th day of *January*)
2002)

Canac Ltd. / Canac Ltée

By: *[Signature]*

Name: *FRANK J. TROTTER*

Title: *PRESIDENT AND CEO*

(I am authorized to bind the Corporation)

[Signature]

A Notary Public

Lemieuxk/110368.1

*attorney practicing
in the Province of Quebec # 174403-8*