

To the Honorable Commissioner of

attached original documents or copy hereof.



102201249

1. Name of conveying party(ies):

HSBC BANK CANADA

7-29-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-(Country) Canada

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other: **Release and Discharge of Assignment For Security**

Execution Date: July 12, 2002

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

Name: QUICKLAW INC.

Address: One Gore Street, Box 2080
Kingston, Ontario K7L 5J8

- Individual(s) citizenship: _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-(Country) Canada

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) & addresses attached?

Yes No

A. Trademark Application No.(s)

75/608,044 74/718,075 74/718,068

B. Trademark Registration No.(s)

2,288,335

75/606,006 74/718,072 74/718,067

2,250,806

75/390,106 74/718,071 74/718,066

2,073,128

Additional Numbers attached? Yes No

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

Name: Mark N. Mutterperl
Internal Address: Fulbright & Jaworski L.L.P.
Street Address: 666 Fifth Avenue
City: New York State: NY Zip: 10103

6. Total number of applications and registration involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- Enclosed
- Authorized to be charged to deposit account in the event of insufficiency of check

8. Deposit account number:

[NUMBER] 50.0624-Order No. Fraser 006

(Attach duplicate copy of this page if paying by deposit account)

08/23/2002 TDIAZ1 00000104 75600044

Q1 FC:481 40.00 OP
Q2 FC:482 275.00 OP

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.

Mark N. Mutterperl

Name of Person Signing

Signature

July 26, 2002

Date

Total number of pages including cover sheet and attachments 1

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

RELEASE AND DISCHARGE OF ASSIGNMENT FOR SECURITY

TO: QUICKLAW INC. (the "Company")
AND TO: BUTTERWORTHS CANADA VENTURES LTD.
AND TO: FRASER MILNER CASGRAIN LLP
RE: Assignment for Security (Trade-marks) dated February 11, 2000 by the Company (the "Assignment for Security") to HSBC Bank Canada (the "Bank")

WHEREAS the Bank established certain credit facilities for the Company pursuant to the terms of a facility letter dated January 27, 2000 among the Company, Irwin Law Inc., Quicklaw America Inc. and the Bank (the "Facility Letter");

AND WHEREAS the Company delivered a general security agreement dated February 11, 2000 to and in favour of the Bank (the "General Security Agreement") whereby the Company granted a security interest in, and mortgage on, all right, title and interest of the Company in and to the trade-marks listed on Schedule 2-A attached hereto (the "Trade-marks"), together with the goodwill of the business symbolized by the Trade-marks and the applications and registrations thereof, and all proceeds thereof, to and in favour of the Bank in order to secure the prompt payment and performance by the Company of its indebtedness, liabilities and obligations to the Bank under the Facility Letter

AND WHEREAS the Company further delivered the Assignment for Security to and in favour of the Bank, which was registered in the Canadian Intellectual Property Office on August 31, 2000 and in the United States Patent and Trademark Office on June 6, 2000;

NOW THEREFORE, for good and valuable consideration, including, without limitation, the repayment of all indebtedness, liabilities and obligations owing by the Company to the Bank (the receipt and sufficiency of which consideration is hereby acknowledged by the Bank), the Bank does hereby absolutely and unconditionally release, reconvey and forever discharge all security interests, mortgages and other interests in any intellectual property granted by the Company or any guarantor of the Company in favour of the Bank pursuant to the Assignment for Security including, without limitation, all trade-marks of the Company as more particularly described on Schedule 2-A attached hereto (collectively, the "Security"). The Bank further absolutely and unconditionally releases all of its right, title and interest in and to any and all property, assets and collateral secured, hypothecated or pledged under or by the Security. All agreements, documents or other instruments evidencing or comprising the Security are hereby cancelled and terminated and are of no further force or effect.

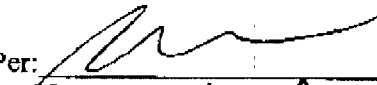
The Bank hereby represents and warrants that it has not sold, transferred, assigned or encumbered or agreed to sell, transfer, assign or encumber any of the Security or any of its interest in the collateral described in the Security.

The Bank hereby authorizes and directs Fraser Milner Casgrain LLP or any other addressee and their respective agents to complete, file and register any recordation as may be required to fully release and discharge any registration or filing which may be outstanding in favour of the Bank against the Company or any guarantor of the Company in respect of the Security. The Bank further undertakes to promptly sign and deliver to the Company any further documents or forms which may be required to give full effect to any of the foregoing.

The Bank further acknowledges that this release and discharge enures to the benefit of the addressees and their respective successors and assigns and binds the Bank and the Bank's successors and assigns.

DATED this 12 day of July, 2002.

HSBC BANK CANADA

Per: 
Name: Julie-Anne Dalcourt 17899
Title: Account Manager, Commercial Bank
per Tony O'Neill
Branch Manager

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Bank.