

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

File No.: A3460028/R

<p>1. <i>Name(s) of conveying party(ies):</i></p> <p align="center">AMP Company, Inc.</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. <i>Name and address of receiving party(ies):</i></p> <p>Name: Avenue Innovations Inc.</p> <p>Street Address: 1834 Oak Bay Avenue</p> <p>City: Victoria Province: British Columbia</p> <p>Country: Canada Postal Code: V8R 1C2</p> <p><input type="checkbox"/> Individual(s) citizen(s) of:</p> <p><input checked="" type="checkbox"/> Corporation of: British Columbia, Canada</p> <p><input type="checkbox"/> Association of:</p> <p><input type="checkbox"/> General Partnership:</p> <p><input type="checkbox"/> Limited Partnership:</p> <p><input type="checkbox"/> Other:</p> <p>If assignee not domiciled in U.S.A., domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. <i>Nature of Conveyance:</i></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other: _____</p> <p>Execution Date: 8 January 2003</p>	
<p>4. Trademark Registration Nos.:</p> <p>2535890</p> <p>2577925</p> <p>2474905</p> <p align="center">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. <i>Name and address of party to whom correspondence concerning document should be mailed:</i></p> <p>Name: Oyen Wiggs Green & Mutala</p> <p>Attention: Thomas W. Bailey</p> <p>Address: Suite 480—The Station 601 West Cordova Street Vancouver, British Columbia CANADA V6B 1G1</p> <p>Tel.: (604) 669-3432 Fax: (604) 681-4081</p>	<p>6. <i>Total no. of applications and registrations involved:</i> [3]</p> <hr/> <p>7. <i>Total fee (37 CFR §2.6(b)(6))</i> \$ 90</p> <hr/> <p>8. <i>Deposit Account Number:</i> 02-1037</p> <p>(File two signed copies if paying by deposit account)</p>
<p align="center">DO NOT USE THIS SPACE</p>	
<p>9. <i>Statement and Signature.</i> 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.</p> <p>Thomas W. Bailey _____ 22 January 2003</p> <p>Name of Person Signing Signature Date</p> <p align="center">Total Number of pages including cover sheet, attachments, and document: [3]</p>	

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Re: United States Trademark Registration Nos.:

1. Trademark: LIFFT
Regn. No.: 2535890
Regn. Date: 5 February 2002
2. Trademark: READY LIFFT GO
Regn. No.: 2577925
Regn. Date: 11 June 2002
3. Trademark: OUT AND ABOUT
Regn. No.: 2474905
Regn. Date: 7 August 2001

Avenue Innovations Inc., the owner, by assignment, of the above registrations, hereby designates:

DOMESTIC REPRESENTATIVE FOR FOREIGN REGISTRANT:

Barry E. Bretschneider
Morrison & Foerster, LLP
2000 Pennsylvania Avenue N.W.
Suite 5500
Washington, DC
20006-1888

as its representative upon whom notices or process in proceedings affecting the mark may be served.

ASSIGNMENT

This Assignment is made as of the 8th day of ^{JANUARY 2003} ~~December~~, 2002, BETWEEN AMP COMPANY, INC., a New York corporation (hereinafter called the "Assignor"), whose principal office or place of business is c/o Graf Repetti & Co., LLP, 1114 Avenue of the Americas, New York, New York 10036 AND AVENUE INNOVATIONS INC. (hereinafter called the "Assignee"), whose principal office or place of business is 1834 Oak Bay Avenue, Victoria, British Columbia, V8R 1C2.

This Assignment confirms a Patent, Trademark and Intellectual Property Assignment entered into between the Assignor and Assignee on September 9, 2002 and provides evidence thereof for recordation in such Trademark Offices as may be expedient.

In consideration of good and valuable consideration paid to it by the Assignee pursuant to terms of the Patent, Trademark and Intellectual Property Assignment referred to above and related agreements, the receipt and sufficiency of which is hereby acknowledged, the Assignor has and does hereby sell, assign, transfer, and quit claim unto the Assignee all of its right, title, and interest throughout the world in and to the trademarks LIFFT, READY LIFFT GO and OUT AND ABOUT, which are the subject respectively of the following United States trademark registrations:

Country	(Application) Serial No.	Registration No.	Registration Date
United States	76082296	2535890	5 February 2002
United States	76192738	2577925	11 June 2002
United States	75664403	2474905	7 August 2001

together with all the benefit of, and all right, title, and interest in and to, the said trade-mark registrations and any other applications and/or registrations for the trade-mark and/or renewal(s) thereof, the benefit of any use of the trade-mark, the goodwill of any and all business relating to the said trade-mark and to goods and/or services associated with it, and all rights to bring suit for past or future infringement of the trade-mark, the same to be held by the Assignee absolutely, and as fully and effectively as they would have been held by the Assignor had this assignment not been made.

Hereafter, the Assignor will not itself, and will not assist, permit, or encourage any other person or entity to: (a) do anything, or omit to do anything, that might impair, jeopardize, violate, misuse, or infringe the trade-mark or Assignee's rights relating to the trade-mark; (b) attack or challenge Assignee's rights in the trade-mark; or (c) adopt, claim, use, or apply to register, record, or file any trade-mark, trade name, copyright, or design that is identical or confusingly similar to the trade-mark, that is derived from or based on the

trade-mark, or that violates, misuses, or infringes the trade-mark.

IN WITNESS WHEREOF the Assignor has executed these presents on the 8th day of ~~December~~, 2002.

ML January 2003

AMP COMPANY, INC.

By: *[Signature]*
Title: Authorized Signature

NOTARIAL CERTIFICATE

I CERTIFY that on the 8th day of January, 2002, Peter Graf who is known to me (or proved to me on the basis of satisfactory evidence), personally appeared before me and acknowledged to me that he is the authorized signatory of **AMP COMPANY, INC.**, in respect thereof, and that he executed the foregoing instrument of his own free will and for the purpose therein set forth.

[Signature]
Notary Public, State of New York
Commission Expires Mar. 30, 2003

LORRAINE PASTOR
Notary Public, State of New York
No. 41-4619273
Qualified in Queens County
Commission Expires March 30, 2003