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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

10/15/02

Attorney Docket No. B05727-00010

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

<p>1. Name of conveying party(ies): RJF International Corporation</p> <p>Additional names of conveyed party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Polycorp Ltd. Street Address: 1 University Avenue, Suite 402 City: Toronto State: Ontario, Canada Zip: M5J 2P1</p>
<p>3. Nature of Conveyance <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: August 23, 2002</p>	<p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>4. Application number(s) or registration number(s): 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). 773,417</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Lawrence H. Meier Downs Rachlin Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190 802-863-2375</p>	<p>6. Total number of applications and patents involved: One (1)</p> <p>7. Total fee (37 CFR 3.41): \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account</p> <p>8. Deposit account number: 04-1588 (Attach duplicate copy of this page if paying by deposit account)</p>
<p>11/05/2002 DBT/ME 00000219 773417 01 FC:6521 40.00 DP</p> <p style="text-align: center;">DO NOT USE THIS SPACE</p>	
<p>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.</p> <p><i>Lawrence H. Meier</i> Lawrence H. Meier</p> <p style="text-align: right;">10/10/02 Date</p> <p style="text-align: right;">Total number of pages, including cover sheet 5.</p>	

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS made as of the 23rd day of August, 2002, by and between RJF INTERNATIONAL CORPORATION, an Ohio corporation ("Assignor"), and POLYCORP LTD., an Ontario corporation ("Assignee").

BACKGROUND

Assignor and Assignee are parties to an Asset Purchase Agreement dated as of August 23, 2002 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to acquire from Assignor the Purchased Assets (as defined in the Asset Purchase Agreement), including without limitation certain trademarks and trade names of Assignor. Pursuant to the Asset Purchase Agreement, Assignor has agreed to execute such instruments as Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee of, all of the Purchased Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign trademarks, trademark applications and trade names, including without limitation the trademarks, trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

TERMS AND CONDITIONS

NOW, THEREFORE, Assignor, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with all benefits of registrations or applications for registration, and together also with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment of Trademarks not been made.

Assignor covenants with Assignee that it will, from time to time, make, do and execute or cause to be made, done and executed, all such further acts, deeds, assurances or things as may be reasonably required by Assignee for more effectually and completely implementing or carrying out this Assignment or for the purpose of registration or otherwise.

Except to the extent that United States federal law preempts foreign law with respect to the matters covered hereby, this Assignment of Trademarks shall be governed by and construed

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in accordance with the laws of the Province of Ontario without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademarks as of the date first above written.

Assignor:

RJF INTERNATIONAL CORPORATION,
an Ohio corporation

By: 
John Baechle
Its President & Chief Operating Officer

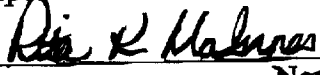
Assignee:

POLYCORP LTD.,
an Ontario corporation

By: _____
Peter Snucins
Its President & Chief Executive Officer

STATE OF OHIO)
)SS.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 20th day of August, 2002, by John Baechle, President and Chief Operating Officer of RJF INTERNATIONAL CORPORATION, an Ohio corporation, on behalf of such corporation.


_____, Notary Public
Summit County,
My commission expires: January 15, 2003

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of August, 2002, by Peter Snucins, President and Chief Executive Officer of POLYCORP LTD., an Ontario corporation, on behalf of such corporation.

_____, Notary Public

County, _____
My commission expires: _____

SCHEDULE A
TO
ASSIGNMENT OF TRADEMARKS

Registered Servicemarks and Trademarks:

Servicemark or Trademark Registration No.	U.S. or Canadian	Registration Date
773417		July 21, 1964

Unregistered Servicemarks and Trademarks:

Pending Servicemark or Trademark Applications:

Servicemark or Trademark Number	Application	Application Date

Trade Names:

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