

FORM PTO-1594 (Modified)
(Rev. 6-98)
OMB No. 0651-0011 (exp. 4/94)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:
84085US/458959-5

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

1. Name of conveying party(ies):
483653 B.C. Limited

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

Additional names(s) of conveying party(ies) Yes No

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

Name: **BP International Rights Holdings Inc.**

Internal Address: _____

Street Address: **1200-200 Burrard Street**

City: **Vancouver, BC, Canada** State: _____ ZIP: **V7X1T**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **July 17, 2002**

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

A. Trademark Application No.(s)

Additional numbers

B. Trademark Registration No.(s)
2,551,390

Yes No

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

Name: **Byron R. Jacobson**

Internal Address: **Dorsey & Whitney LLP**

Street Address: **370 Seventeenth Street, Suite 4700**

City: **Denver** State: **CO** ZIP: **80202**

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:
04-1415

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.

Byron R. Jacobson *Byron R. Jacobson* **March 5**, 2003

Name of Person Signing Signature Date

700025377 Total number of pages including cover sheet, attachments and exhibits **TRADEMARK**
REEL: 002613 FRAME: 0495

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee: BP International Rights Holdings Inc.
Address: 1200-200 Burrard Street
Vancouver, British Columbia V7X 1T2
Canada
Document: Assignment of U.S. Trademarks

DESIGNATION OF DOMESTIC REPRESENTATIVE

Pursuant to C.F.R. Section 3.61, BP International Rights Holdings Inc. hereby designates the following as Domestic Representative upon whom notice or process in proceedings may be served regarding U.S. Registration No. 2,551,390 referenced in the Assignment dated the 17th day of July, 2002:

Name: Byron R. Jacobson
Address: Dorsey & Whitney LLP
370 Seventeenth Street
Suite 4700
Denver, Colorado 80202-5647
Telephone: 303.629.3400
Facsimile: 303.629.3450
Email: jacobson.byron@dorseylaw.com

Date: August 23, 2002

BP International Rights Holdings Inc.


Name: Michael Cordoba

Title: President

ASSIGNMENT - US TRADEMARKS

This Assignment is made effective as of the 17th day of July 2002 (the "Effective Date") but executed this 2nd day of MARCH, 2003, BETWEEN 483653 B.C. Limited (hereinafter called the "Assignor") whose full post office address is 5500 Parkwood Way, Richmond, British Columbia, V6V 2M4 AND BP INTERNATIONAL RIGHTS HOLDINGS INC. (hereinafter called the "Assignee"), whose full post office address is 1200 - 200 Burrard Street, Vancouver, British Columbia V7X 1T2.

WHEREAS, Assignor is the owner of U.S. Registration No. 2,551,390, BOSTON'S THE GOURMET PIZZA & Design (the "Mark"); and

WHEREAS, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Mark, together with the portion of the business to which the Mark pertains and the goodwill associated therewith.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Mark, in the United States of America, together with the portion of the business to which the Mark pertains and the goodwill associated therewith, all common law rights related thereto, all rights of registration, renewal and extension, and the right to recover for claims for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN WITNESS WHEREOF the parties have executed these presents as of the date first above written.

483653 B.C. Limited

BP INTERNATIONAL RIGHTS HOLDINGS INC.

By: [Signature]
[signature of representative]

By: [Signature]
[signature of representative]

Name: George Melville

Name: Michael Cordoba

Title: CEO and President

Title: President