
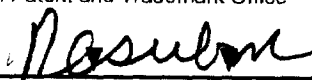





Form: PTO-1594 (Rev. 10/02) OME No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow \nabla$	RECORDED T 01-10-2003  102333950	J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office  1 documents or copy thereof.			
To the Honorable Commissioner of Patent					
1. Name of conveying party(ies): Tribridge Brands Limited 1-8-03 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Canada</u> (Canadian federally incorporated company) <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>LBI Leading Brands, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>160-7400 River Rd., Richmond</u> <u>British Columbia</u> State: <u>Canada</u> Zip: <u>V6X 1X6</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Canada</u> (Canadian federally incorporated company) <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
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 _____ Execution Date: <u>April 26, 1999</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/349,577</u> B. Trademark Registration No.(s) Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Jeffer, Mangels, Butler & Marmaro LLP</u> Internal Address: _____ Street Address: <u>1900 Ave. of the Stars</u> <u>7th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90067</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed Fee previously submitted with Doc. ID No. 102232213 <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>10-0440</u> (Attach duplicate copy of this page if paying by deposit account)				
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. <table style="width:100%; border: none;"> <tr> <td style="width:30%; border: none;"> <u>Christine L. Lofgren</u> Name of Person Signing </td> <td style="width:30%; border: none; text-align: center;">  Signature </td> <td style="width:40%; border: none; text-align: right;"> <u>December 31, 2002</u> Date </td> </tr> </table>			<u>Christine L. Lofgren</u> Name of Person Signing	 Signature	<u>December 31, 2002</u> Date
<u>Christine L. Lofgren</u> Name of Person Signing	 Signature	<u>December 31, 2002</u> Date			

Total number of pages including cover sheet, attachments, and document: 11
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:
The TREK Company, Inc.

App. No.: 75/349,577

Filing Date: August 29, 1997

Mark TREK

Classes: 29, 30, 32

Our Ref.: 57204-0022

**REVOCATION OF POWER OF ATTORNEY AND DOMESTIC REPRESENTATIVE
AND APPOINTMENT OF ATTORNEY AND DOMESTIC REPRESENTATIVE**

Commissioner for Trademarks
Office of Trademark Program Control
2900 Crystal Drive
Arlington, VA 22202-3513

CERTIFICATE OF MAILING
I hereby certify that this correspondence and the identified enclosures are being deposited with the U.S. Postal Service as *First Class* mail, postage prepaid, in an envelope addressed to: Commissioner for Trademarks, Office of Trademark Program Control, 2900 Crystal Drive, Arlington, VA 22202-3513, on July 8, 2002
By: [Signature]
Edin P. Periot

Madam:

Applicant hereby revokes all powers of attorney and designations of domestic representative heretofore granted in the above-referenced matter. Applicant hereby appoints Rod S. Berman, Esq., Michael S. Sherman, Esq., Bernard R. Gans, Esq., Christine L. Lofgren, Esq., Steven Plotkin, Esq., Brian W. Kasell, Esq., Elizabeth Barrowman Gibson, Esq., Kathy Mojibi, Esq., Diane M. Chubb, Esq., Victor K. Sapphire, Esq., and Rupak Nag, Esq., of Jeffer, Mangels, Butler & Marmaro LLP with offices at 2121 Avenue of the Stars, 10th Floor, Los Angeles, California 90067 (telephone 310-203-8080), all Attorneys at Law admitted to practice in the highest Court of one of the United States with full power of

Rod S. Berman, Esq.
Jeffer, Mangels, Butler & Marmaro LLP
2121 Avenue of the Stars, Tenth Floor
Los Angeles, California 90067-5010
(310) 203-8080

substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the Certificate of Registration, and to transact all business in the United States Patent and Trademark Office connected herewith. Please direct all communications to Rod S. Berman, Esq., Jeffer, Mangels, Butler & Marmaro LLP, 2121 Avenue of the Stars, 10th Floor, Los Angeles, CA 90067, Telephone (310) 203-8080, Fax (310) 203-0567.

Jeffer, Mangels, Butler & Marmaro LLP, with offices at 2121 Avenue of the Stars, 10th Floor, Los Angeles, California 90067, Attn: Rod S. Berman, Esq. (telephone 310-203-8080), is hereby designated Applicant's representative upon whom notices or process in proceedings affecting the captioned application may be served.

THE TREK COMPANY, INC.

Dated: June 28, 2002

By: _____

Name: Ralph McRae

Title: President

Rod S. Berman, Esq.
Jeffer, Mangels, Butler & Marmaro LLP
2121 Avenue of the Stars, Tenth Floor
Los Angeles, California 90067-5010
(310) 203-8080

09-25-2002

CORRECTIVE
el/Frame: 001926/0041



102232213

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Tribridge Brands Limited

9-18-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Canada (Canadian federally incorporated company)
- Other _____

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: April 26, 1999

2. Name and address of receiving party(ies)

Name: LBI Leading Brands, Inc.

Internal

Address: _____

Street Address: 160-7400 River Road, Richmond

City: Brit. Columbia State: Canada Zip: V6X 1X6

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Canada (Canadian federally incorporated company)
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No *previously submitted*
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A Trademark Application No.(s)
75/349,577

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Jeffer, Mangels, Butler & Marmaro LLP

Internal Address: _____

Street Address: 1900 Avenue of the Stars

7th Floor

City: Los Angeles State: CA Zip: 90067

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:

10-0440

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

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.

Christine L. Lofgren

Name of Person Signing

Christine L. Lofgren
Signature

9/18/02
Date

1

Total number of pages including cover sheet, attachments, and document:

09/24/2002 DRYRUNE 00000207 75349577

01 FC:481

40.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS Tribridge Brands Limited ("Tribridge"), whose full post office address is 1680 - 650 West Georgia Street, Vancouver, British Columbia, Canada, V6B 4N9, is the owner of the trade-marks, copyright, product formulations and other property particularized on the attached Schedule "A" (together the "Property");

AND WHEREAS LBI Leading Brands Inc. ("LBI"), whose full post office address is 160 - 7400 River Road, Richmond, British Columbia, Canada, V6X 1X6, is desirous of acquiring all worldwide rights in the said Property.

NOW THEREFORE, this Assignment witnesses that in consideration of the sum of twenty three thousand Canadian dollars (\$23,000 CA) paid by LBI to Tribridge and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties hereto:

1. Tribridge does hereby sell, assign and transfer to LBI all of its worldwide rights, title and interest in and to the trade-marks particularized on the attached Schedule "A" together with the goodwill of the business symbolized by the trade-marks worldwide, all worldwide rights to bring suit for past or future infringement of the trade-marks, and all worldwide rights, title and interest in and to any applications for registration and/or registrations for the trade-marks or renewals thereof.
2. Tribridge does hereby sell, assign and transfer to LBI all of its worldwide copyright in and to each item/work which comprises the Property; said copyright to be held and enjoyed by LBI, its successors and assigns for the duration of the entire unexpired term thereof, to the extent permitted by law, as fully and entirely as the same could have been held and enjoyed by Tribridge if this assignment and sale had not been made.
3. Tribridge does hereby sell, assign and transfer to LBI all of its worldwide rights, title and interest in and to the product formulations and other items/works which comprise the Property together with the goodwill of the business symbolized by such product formulations and other items/works which comprise the Property worldwide and all worldwide rights to bring suit for past or future infringement of such product formulations and other items/works which comprise the Property.
4. Tribridge shall execute and file such further documents as may be required to effect and record the transfer of each item/work which comprises the Property to LBI.

5. Tribridge does hereby grant to LBI a Power of Attorney to execute and file any documents required to give effect of the terms of this Assignment should Tribridge refuse or be unable to execute such documents.
6. Tribridge warrants that it has not assigned, licensed, sub-licensed or encumbered any item/work which comprises the Property in any manner, that it is the owner of record of the trade-mark applications itemized on the attached Schedule "A", and that it is the owner of the trade-mark which is the subject of such applications and the goodwill associated with it and the related trade-mark applications.
7. LBI shall forever have the right to deal with each item/work which comprises the Property in any manner which LBI in its sole discretion may choose, without further obligation or compensation to Tribridge.
8. Tribridge shall not, in any manner whatsoever, use or otherwise deal with any item/work which comprises the Property and agrees that by way of execution of this Assignment, it retains no rights, title or interest whatsoever in any item/work which comprises the Property.
9. This Assignment shall be binding upon Tribridge as well as its successors and assigns.


1999.

EXECUTED AT Vancouver, British Columbia, Canada, this 26th day of April,

C/S

By:
Name:
Title:

TRIBRIDGE BRANDS LIMITED




JAMES ANGUS
Director

EXECUTED AT Vancouver, British Columbia, Canada, this 26th day of April, 1999.

C/S

By:
Name:
Title:

LBI LEADING BRANDS INC.



Ralph McRae
President

SCHEDULE "A"

TRADE-MARKS

1. **TREK**

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
838,147 (Canada)	March 3, 1997	non-alcoholic beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely carbonated and non-carbonated fruit juices, vegetable juices, and fruit and vegetable juices, either alone or combined with any or all of the following, namely, water, herbs and spices; carbonated colas and sodas; black, green and herbal teas, either alone or combined with any or all of the following, namely fruit juice, vegetable juice, herbs and spices; carbonated and non-carbonated waters, either alone or in combination with any or all of the following, namely herbs, spices, natural fruit flavours, and natural vegetable flavours; dairy based food beverages, either alone or combined with any or all of the following, namely herbs, spices, natural fruit flavours, natural vegetable flavours, and water; snack foods, namely granola based snack food bars, dried fruits, nuts, edible seeds, rice crackers, rice cakes, flour crackers, pretzels, popcorn, potato chips, flour chips, corn chips, fruit chips, nutritional food bars, chocolate covered nuts, yogurt covered nuts, fruits and seeds, fruit candy and chewing gum

2. **TREK**

Application No.

Filing Date

Goods

75/349,577 (U.S.)

August 29, 1997

non-alcoholic dairy beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely, milk, either alone or flavoured with any or all of the following - herbs, spices, natural fruit flavours, natural vegetable flavours and water; non-alcoholic beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely, black, green and herbal teas, either alone or flavoured with any or all of the following - fruit juice, vegetable juice, herbs and spices; non-alcoholic beverages sold in liquid, powder, crystal, frozen concentrate and syrup forms, namely, carbonated and non-carbonated fruit juices, vegetable juices, and fruit and vegetable juices either alone or flavoured with any or all of the following, water, herbs and spices; carbonated colas and soda waters; carbonated and non-carbonated drinking waters either alone or flavoured with any or all of the following - herbs, spices, natural fruit flavours and natural vegetable flavours

3. **TREK**

Application No.

Filing Date

Goods

Unregistered

N/A

All goods of any kind.

4.



<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

5. SUMATRA

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

6. KHATMANDU

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

7. YUCATAN

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

8. MANCHURIA

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

9. AMAZONIA

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

10. **MARRAKESH**

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

11. **MARRAKECH**

<u>Application No.</u>	<u>Filing Date</u>	<u>Goods</u>
Unregistered	N/A	All goods of any kind.

PRODUCT FORMULATIONS

All product formulations/recipes for all goods in association with which the above trade-marks were used or were proposed to be used.

COPYRIGHT

All copyright in the trade-marks, product formulations and all other items/works which comprise the Property as itemized on this Schedule "A".

MISCELLANEOUS

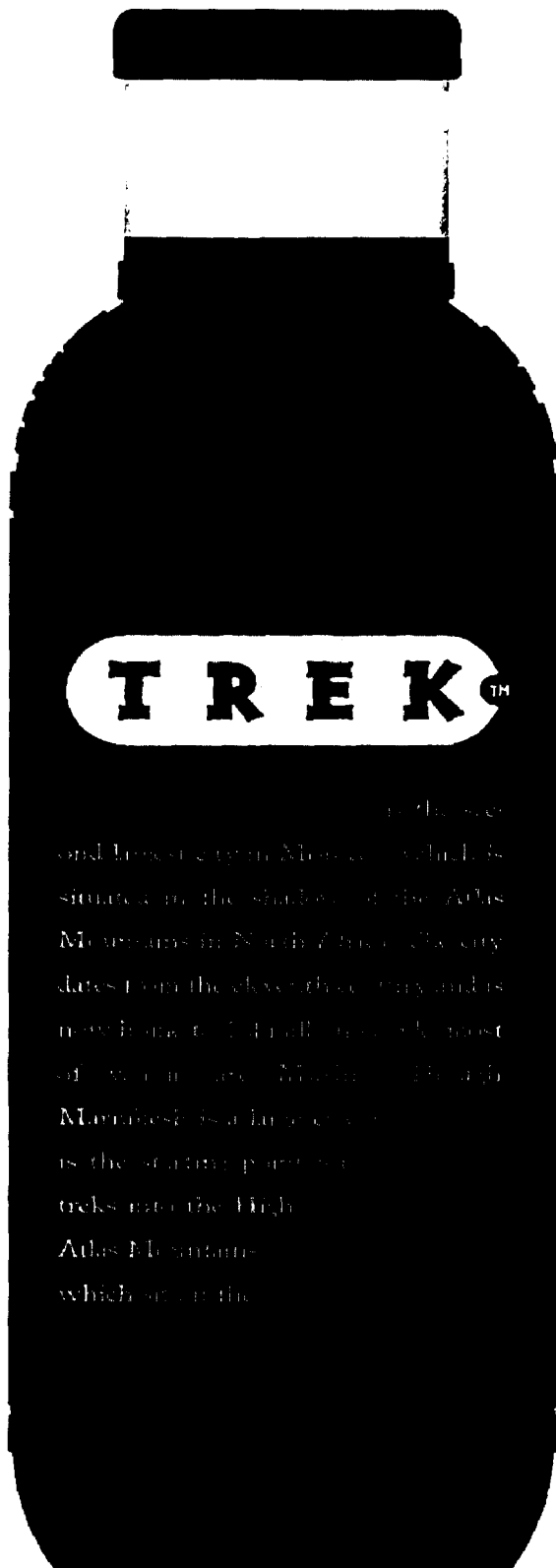
All research, studies and data related to the goods in association with which the trade-marks were used or were proposed to be used.

All labels which were used or were proposed to be used in association with any goods in association with which the trade-marks were used or were proposed to be used.

The bottle design revealed in Schedule "B" attached hereto.

The label design revealed in Schedule "B" attached hereto.

All artwork, designs, promotional material and/or any other material, which were used or were proposed to be used in association with goods in association with which the trade-marks were used or were proposed to be used.



...in the size
 and largest city in Morocco, which is
 situated in the shadow of the Atlas
 Mountains in North Africa. The city
 dates from the eleventh century and is
 now home to 1.4 million people. Most
 of its inhabitants are Muslims. The old
 Marrakech is a labyrinthine maze
 is the starting point for
 treks into the High
 Atlas Mountains
 which are in the