

03-10-2003

Form PTO-1594

RECOR

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

(Rev. 03/01)

TF



OMB No. 0651-0027 (exp. 5/31/2002)

102385120

Tab settings ⇨ ⇨ ⇨ ▼ ▼

▼ ▼

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

1. Name of conveying party(ies): 3-5-03
 HSBC Business Credit (USA) Inc.

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

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

2. Name and address of receiving party(ies)
 Name: Aleter Moneta Corporation.
 Internal _____
 Address: _____

Street Address: 101 Roland-Therrien Boulevard
 City: Longueuil State: Quebec Zip: _____

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 29, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) 2,264,039

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Miriam J. Rovner, Senior Legal Assistant
 Internal Address: _____

Street Address: Goodwin Procter LLP
Exchange Place
 City: Boston State: MA Zip: 02109-2881

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:
07-1700
 (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.

Rachelle A. Kagan [Signature] March 5, 2003

Name of Person signing Signature Date

03/07/2003 LMIJELLER 00000191 2264039 Total number of pages include cover sheet, attachments, and document: 5

01 FC:8521

40.00

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

CPI #1703/202
LIBC/1680280.1

TRADEMARK
REEL: 002686 FRAME: 0479

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment Notice") is entered into this 29th day of January 2003 by and between HSBC Business Credit (USA) Inc., a Delaware corporation ("Assignor") and Alter Moneta Corporation, a Delaware corporation ("Assignee"). All capitalized terms not herein defined shall be given the same meanings as are set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademarks, service marks and trade names set forth on Schedule 1 attached hereto and incorporated herein by this reference, including all applications or registrations therefor (the "Mark");

WHEREAS, Assignor and Assignee are parties, to that certain Asset Purchase Agreement dated as of December 19, 2002 (the "Purchase Agreement");

WHEREAS, in connection with the transaction contemplated by the Purchase Agreement, the Assignor has agreed to convey to Assignee the Mark as set forth herein; and

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

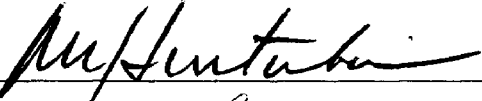
1. Assignor hereby transfers, conveys, and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title, and interest in and to the Mark together with the goodwill associated with the Mark, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Mark.
2. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Mark.

remainder of page has intentionally been left blank

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

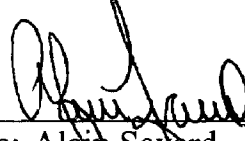
ASSIGNOR:

HSBC BUSINESS CREDIT (USA) INC.

By: 
Name:
Title: Vice President

ASSIGNEE:

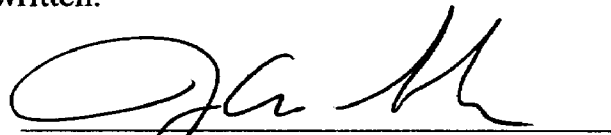
ALTER MONETA CORPORATION

By: 
Name: Alain Savard
Title: President

STATE OF NEW YORK)
)
COUNTY OF Erie) SS.

On this 14th day of January, 2003, before me personally appeared Michael Hutubise, to me personally known, who, being by me duly sworn, did say that (s)he is the First Vice President of HSBC Business Credit (USA) Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said Michael Hutubise acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.



Notary Public

My Commission Expires: _____

JAMES A. LOCKE
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Jan. 31, 2007

SCHEDULE 1

MARK

Mark	United States Registration Number	Registration Date
CONCORD COMMERCIAL	No. 2,264,039	July 27, 1999