

4-28-03 RECO

04-30-2003



To the Honorable Commissioner of Patents &

102434291

uments or copy thereof.

1. Name of conveying party(ies):
Two-Way Realty Limited

Individual(s) Association
 General Partnership Limited Partnership
 Corporation Canada
 Other

2. Name and address of receiving party(ies)
Name: Mendlowitz & Associates Inc.
Internal Address: Suite 602
Street Address: 2 Sheppard Avenue East
City: North York, Ontario State: Zip: M2N5Y7

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

Individual(s) citizenship
 Association

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

General Partnership
 Limited Partnership
 Corporation Canada
 Other

Execution Date: December 27, 1996

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (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)
 Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,056,436
 Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Louis K. Ebling
 Internal Address: 2800 Chemed Center
 Street Address: 255 East Fifth Street
 City: Cincinnati State: OH Zip: 45202

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: 50-0976
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.
 Louis K. Ebling April 22, 2003
 Name of Person Signing Signature Date
 Total number of pages including cover sheet, attachments, and document: 3

04/29/2003 DBYRNE 00000131 500976 2056436

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

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A P P O I N T M E N T

TO: MENDLOWITZ & ASSOCIATES INC.
2 Sheppard Avenue East
Suite 602
North York, Ontario
M2N 5Y7

RE: Don Valley Brewing Company (1990) Limited

(hereinafter referred to as the "Debtor")

WHEREAS the undersigned are the holders of a General Security Agreement given by the Debtor dated September 11, 1996 in respect of which a Financing Statement was registered pursuant to the provisions of the Personal Property Security Act on September 11, 1996 as Registration No. 960910190915296165;

(hereinafter the "Security").

The undersigned HEREBY APPOINT MENDLOWITZ & ASSOCIATES INC. as Receiver and Manager of the assets, property and undertaking of the Debtor pursuant to the terms of the Security with such powers as are contained therein, including the power:

1. To take possession of all the assets, property and undertaking of the Debtor.
2. To carry on or concur in carrying on the business of the Debtor.
3. To sell, lease or otherwise dispose of or concur in selling, leasing or otherwise disposing of the assets, property and undertaking of the Debtor pursuant to the power of sale therein and the laws of the Province of Ontario.

AND the undersigned HEREBY FURTHER APPOINT MENDLOWITZ & ASSOCIATES INC. as Agent pursuant to the terms of the Security to take all necessary actions to take possession of, collect, seize, deal with, dispose of and realize upon the assets, property and undertaking of the Debtor.

Pursuant to the terms of the Security, MENDLOWITZ & ASSOCIATES INC. shall be deemed to be the agent of the Debtor and the Debtor shall be responsible for the acts and omissions, remuneration and expense of MENDLOWITZ & ASSOCIATES INC. and the undersigned shall not be liable for any misconduct, negligence, nonfeasance or unlawful acts of MENDLOWITZ & ASSOCIATES INC.

~~In consideration of MENDLOWITZ & ASSOCIATES INC. accepting this appointment, we hereby indemnify you and undertake to keep you indemnified from and against all losses, liabilities, proceedings, claims, damages, costs and expenses incurred by you in the proper and reasonable conduct of all matters undertaken by you pursuant to this appointment provided always that you first seek to satisfy any claim under this indemnity out of the assets charged by the security and the aforesaid indemnity shall not render you our Agent for any purpose whatsoever.~~

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This Appointment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

DATED this 27 day of December, 1996.

TWO-WAY REALTY LIMITED

Per:

W. Emoull
Authorized Officer

MENDLOWITZ & ASSOCIATES INC. hereby consents to act as Receiver and Manager and Agent in accordance with the terms and conditions above.

DATED this 30TH day of DECEMBER, 1996.

MENDLOWITZ & ASSOCIATES INC.

Per:

B. M. [Signature]

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