

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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|-------------------------|----------|----------------|---------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Canadian Inovatech Inc. | | 08/26/2002 | CORPORATION: CANADA |

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|----------------------|-----------------------------|
| RECEIVING PARTY DATA | |
| Name: | MFI Food Canada Ltd. |
| Street Address: | 150 York Street, Suite 1700 |
| City: | Toronto |
| State/Country: | ONTARIO |
| Postal Code: | M5H 3S5 |
| Entity Type: | CORPORATION: CANADA |

| PROPERTY NUMBERS Total: 5 | | |
|---------------------------|----------|-----------|
| Property Type | Number | Word Mark |
| Registration Number: | 2724714 | CENTROVA |
| Registration Number: | 2705009 | EMULSA |
| Registration Number: | 2681711 | C |
| Serial Number: | 78165998 | CENTROMAY |
| Serial Number: | 75565029 | INOVATECH |

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| CORRESPONDENCE DATA | |
| Fax Number: | (206)359-9000 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | (206) 359-8000 |
| Email: | pctrademarks@perkinscoie.com |
| Correspondent Name: | Perkins Coie LLP |
| Address Line 1: | 1201 Third Avenue, Suite 4800 |
| Address Line 4: | Seattle, WASHINGTON 98101 |

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| NAME OF SUBMITTER: | Brent D. Sanders |
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Total Attachments: 2
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CH \$140.00 2724714

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS, CANADIAN INOVATECH INC. (hereinafter referred to as "ASSIGNOR"), a corporation organized and existing according to the laws of British Columbia having an office located at 3911 Mt. Lehman Road, Abbotsford, British Columbia, Canada V4X 2N1, has adopted, used and is using the Registered Trademarks and the Common Law Trademarks of Appendix A in connection with the goods and/or services noted therein and the marks of Appendix A, each of which is incorporated herein by reference and are collectively referred to herein as the "TRADEMARK RIGHTS"; and

WHEREAS MFI FOOD CANADA LTD., a corporation organized and existing according to the laws of Ontario having its registered office located at 150 York Street, Suite 1700, Toronto, Ontario, Canada M5H 3S5 (hereinafter referred to as "ASSIGNEE") desires to acquire all of ASSIGNOR'S right, title and interest in, to and under said TRADEMARK RIGHTS, together with the goodwill of the business of ASSIGNOR in connection with which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK RIGHTS, along with the right to recover for damages and profits for past infringements thereof;

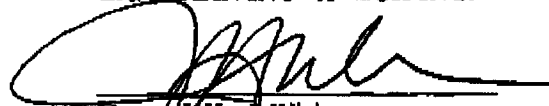
NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR has agreed to and does hereby assign to ASSIGNEE all of ASSIGNOR'S right, title and interest in and to said TRADEMARK RIGHTS together with the goodwill of the business of ASSIGNOR in connection with which the TRADEMARK RIGHTS are used and which is symbolized by the TRADEMARK RIGHTS, along with the right to recover for damages and profits for past infringements thereof, and the registration thereof.

ASSIGNOR hereby authorizes the respective official whose duty it is to issue trademarks or other forms of industrial property protection to issue the TRADEMARK RIGHTS to ASSIGNEE in accordance with the terms of this instrument.

AND ASSIGNOR further hereby covenants and agrees that it will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title of said TRADEMARK RIGHTS in the United States and other foreign countries, and any worldly rights not expressly referenced herein as may be granted therefor, to the ASSIGNEE, its successors, assigns, or other legal representatives, without further compensation but at the expense of said ASSIGNEE, its successors, assigns, or other legal representatives.

IN TESTIMONY WHEREOF, I have set my hand this 26th day of August, 2002.

CANADIAN INOVATECH INC.



Name: J. Hugh Wiebe
Title: President

Z250713v2

APPENDIX A
TRADEMARK APPLICATIONS/REGISTRATIONS

| Trademark | Serial No./Registration No. | Filing/Registration Date |
|------------------|------------------------------------|---------------------------------|
| CENTROVA | 2,724,714 | June 10, 2003 |
| EMULSA | 2,705,009 | April 8, 2003 |
| C & DESIGN | 2,681,711 | January 28, 2003 |
| CENTROMAY | 78/165,998 | September 19, 2002 |
| INOVATECH | 75/565,029 | October 6, 1998 |