

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stadacona Holdco 2 Inc.		01/19/2003	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Stadacona Holdco 4 Inc.
Street Address:	10 des Capucins Boulevard
City:	Quebec
State/Country:	QUEBEC
Postal Code:	G1G 3R4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76331963	S STADACONA

CORRESPONDENCE DATA

Fax Number: (312)427-6663
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 427-1300
 Email: CHIUSTM@LADAS.NET
 Correspondent Name: Burton Ehrlich of Ladas & Parry
 Address Line 1: 224 South Michigan Avenue
 Address Line 2: Suite 1200
 Address Line 4: Chicago, ILLINOIS 60604

NAME OF SUBMITTER:	Burton Ehrlich
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Total Attachments: 5
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ASSIGNMENT AGREEMENT

This agreement made as of the 12 day of December 2002.

BETWEEN : STADACONA HOLDCO 2 INC., a corporation duly constituted under the *Canada Business Corporations Act*, herein represented and acting by André C. Sarasin, duly authorized as he so declares;

(hereinafter called the "Assignor")

AND : STADACONA HOLDCO 4 INC., a corporation duly constituted under the *Canada Business Corporations Act*, herein represented and acting by André C. Sarasin, duly authorized as he so declares;

(hereinafter called the "Assignee")

WHEREAS the Assignor is holder of the Stadacona trademark as described in (i) an Application for a Trademark registration filed on May 1, 2001 with the Canadian Trade-Marks Office (file number : 1101815) and in (ii) a Trademark Application filed on October 31, 2001 with the U.S. Patent and Trademark Office (serial number 76/331963);

WHEREAS the Assignor wishes to assign, transfer and convey said trademarks, along with all goodwill attached thereto to the Assignee, who wishes to acquire same;

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and other valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. For one dollar (\$1) and other good and valuable consideration, the Assignor hereby assigns, transfers and conveys to the Assignee, who accepts, all its titles, rights and interests to the Stadacona trademark described in (i) an Application for Trademarks registration to the Canadian Trade-Marks Office (file number 1101815) and in (ii) a Trademark Application to the U.S. Patent and Trademark Office (serial number 76/331963), all rights and interests of the Assignor in said applications currently pending before the Canadian Trade-Marks Office and the U.S. Patent and Trademark Office, and all goodwill attached hereto. The Assignor consents to all documents required to properly reflect this assignment, transfer and conveyance being filed with the Canadian Trade-Marks Office and the U.S. Patent and Trademark Office.
2. This agreement will be governed by and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable in said province.
3. The parties will properly do such acts and execute and deliver to each other such further instruments as may be required to give full effect to this agreement.

TRADEMARK

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4. The parties hereto have requested that this agreement as well as all other documents in its regard be drawn up in the English language only. Les parties aux présentes ont demandé que cette convention ainsi que tous autres documents s'y rattachant soient rédigés uniquement en langue anglaise.
5. This agreement 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.
6. The assignment provided herein shall take effect and shall be deemed to take effect on January 19, 2003 at 00:00:01, or at any other date and time to be determined in writing by the Assignor and the Assignee.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first written above.

- STADACONA HOLDCO 2 INC.

Per: André C. Sarasin
André C. Sarasin, President

STADACONA HOLDCO 4 INC.

Per: André C. Sarasin
André C. Sarasin, President

PDV

STADACONA HOLDCO 4 INC.

The following resolution hereinafter signed by the sole shareholder entitled to vote of Stadacona Holdco 4 inc. (the "Corporation"), under the provisions of section 142 of the *Canada Business Corporations Act*, whereby a resolution in writing signed by all the shareholders entitled to vote thereon, is as valid if it had been passed at a meeting of the shareholders, is hereby adopted and shall be deemed to have been adopted as of December 12, 2002.

ASSIGNMENT OF THE STADACONA TRADEMARK

RESOLVED:

THAT the Corporation proceed to acquire from Stadacona Holdco 2 inc. its rights, titles and interest to the Stadacona tradename and logo, as they appear in the Application for registration thereof filed with the Canadian Trade-Marks Office and the U.S. Patent and Trademark Office, and all goodwill attached thereto at the terms and conditions set forth in a draft of an assignment agreement attached hereto, which transaction shall take effect and be deemed to take effect on the effective date, as determined in conformity with the provisions of the Assignment Agreement.

THAT any of André C. Sarasin or Patricia A. Rigey be is hereby authorized, empowered and directed to execute all documents required to give full effect to the present resolutions, including the aforementioned assignment agreement, and make whatever adjustments they may deem necessary or expedient to said documents.

STADACONA HOLDCO 2 INC.

Per: André C. Sarasin
André C. Sarasin, President

PdV

STADACONA HOLDCO 2 INC.

The following resolution hereinafter signed by the shareholders entitled to vote of Stadacona Holdco 2 inc. (the "Corporation"), under the provisions of section 142 of the *Canada Business Corporations Act*, whereby a resolution in writing signed by all the shareholders entitled to vote thereon, is as valid if it had been passed at a meeting of the shareholders, is hereby adopted and shall be deemed to have been adopted as of December 12, 2002.

ASSIGNMENT OF THE STADACONA TRADEMARK

RESOLVED:

THAT the Corporation proceed to assign, transfer and convey all its rights, titles and interest to the Stadacona tradename and logo, as they appear in the Application for registration thereof filed with the Canadian Trade-Marks Office and the U.S. Patent and Trademark Office, and all goodwill attached thereto at the terms and conditions set forth in a draft of an assignment agreement attached hereto, which transaction shall take effect and be deemed to take effect on the effective date, as determined in conformity with the provisions of the Assignment Agreement;

THAT any of André C. Sarasin or Patricia A. Rigey be is hereby authorized, empowered and directed to execute all documents required to give full effect to the present resolutions, including the aforementioned assignment agreement, and make whatever adjustments they may deem necessary or expedient to said documents.

COMPAGNIE PAPIERS STADACONA LTÉE

Per: _____

André C. Sarasin
André C. Sarasin, President

STADACONA HOLDCO 1 INC.

Per: _____

André C. Sarasin
André C. Sarasin, President

POV

STADACONA HOLDCO 2 INC.

The following resolution hereinafter signed by the shareholders entitled to vote of Stadacona Holdco 2 Inc. (the "Corporation"), under the provisions of section 142 of the *Canada Business Corporations Act*, whereby a resolution in writing signed by all the shareholders entitled to vote thereon, is as valid if it had been passed at a meeting of the shareholders, is hereby adopted and shall be deemed to have been adopted as of December 12th, 2002.

ASSIGNMENT OF THE STADACONA TRADEMARK

RESOLVED:

THAT the Corporation proceed to acquire from Compagnie Papiers Stadacona Ltée all its rights, titles and interest to the Stadacona tradename and logo, as they appear in the Application for registration thereof filed with the Canadian Trade-Marks Office and the U.S. Patent and Trademark Office, and all goodwill attached thereto at the terms and conditions set forth in a draft of an assignment agreement attached hereto, which transaction shall take effect and be deemed to take effect on the effective date, as determined in conformity with the provisions of the Assignment Agreement;

THAT any of André C. Sarasin or Patricia A. Rigey be and is hereby authorized, empowered and directed to execute all documents required to give full effect to the present resolutions, including the aforementioned assignment agreement, and make whatever adjustments they may deem necessary or expedient to said documents.

COMPAGNIE PAPIERS STADACONA LTÉE

Per: André C. Sarasin
André C. Sarasin, President

STADACONA HOLDCO 1 INC.

Per: André C. Sarasin
André C. Sarasin, President

pdv