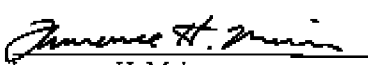


RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office

Attorney Docket No. 05727-00010

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

<p>1. Name of conveying party(ies):</p> <p>JEI-Microplay Limited Millenium Pos Software Limited</p> <p>Additional names of conveyed party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: JCI Amalco Inc. Street Address: 5500 North Service Road, 10th Floor City: Burlington State: Ontario, Canada Zip: L7L 5H7</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: July 8, 2004</p>	<p>4. Application number(s) or registration number(s): If this document is being filed together with a new application, the execution date of the application is _____ A. Trademark Application No(s). B. Trademark Registration No(s): 2,024,819 and 2,024,820</p> <p align="center">Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Lawrence H. Meier Downs Rachlin & Martin PLLC 199 Main Street P.O. Box 190 Burlington, Vermont 05402-0190 (802)863-2375</p>	<p>6. Total number of registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41): \$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to charge any deficiencies in the enclosed fees to deposit account</p> <p>8. Deposit account number: 04-1588</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature:</p> <p>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.</p> <p> Lawrence H. Meier</p> <p align="right"><u>7/21/2004</u> Date</p> <p align="right">Total number of pages, including cover sheet <u>20</u>.</p>	

CH \$65.00 041588 2024819

BTV.270209.1

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TRADEMARK
REEL: 002897 FRAME: 0714

Continuation:

1. Name of conveying party(ies):

1502925 Ontario Limited
Starstruck Entertainment Stores Limited
800527 Ontario Limited
1051901 Ontario Limited
1509284 Ontario Limited
1509285 Ontario Limited
1509286 Ontario Limited
1407075 Ontario Limited
1509289 Ontario Limited
1509288 Ontario Limited
Alternative Choices Franchising Inc.
1318602 Ontario Limited

BTV.270250.1

5. Check A or B
Cocher A ou B



A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

A) Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

or
ou



B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

B) Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation Year / année Month / mois Day / jour
JEI-Microplay Limited	1502923	2004-Jul-08
Millenium POS Software Limited	1502924	2004-Jul-08
1502925 Ontario INC. LIMITED	1502925	2004-Jul-08
Starstruck Entertainment Stores Limited	1502928	2004-Jul-08
800527 Ontario Limited	800527	2004-Jul-08
1051901 Ontario Inc.	1051901	2004-Jul-08
1509284 Ontario Limited	1509284	2004-Jul-08
1509285 Ontario Limited	1509285	2004-Jul-08
1509286 Ontario Limited	1509286	2004-Jul-08

Continuation		
Names of amalgamating corporations <i>Dénomination sociale des compagnies qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la compagnie en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>
1407075 Ontario Limited	1407075	2004-Jul-08
1509289 Ontario Limited	1509289	2004-Jul-08
1509288 Ontario Limited	1509288	2004-Jul-08
Alternative Choices Franchising Inc.	1355290	2004-Jul-08
1318602 Ontario Limited	1318602	2004-Jul-08

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

An unlimited number of common shares.

- B. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

N/A

9. The issue, transfer or ownership of shares is/ls not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

The right to transfer shares of the Corporation shall be restricted. No share of the Corporation shall be transferred without either: (i) the consent of the directors of the Corporation given in accordance with this paragraph; or (ii) the consent of shareholders holding shares which carry more than 50% of the voting rights of all shares outstanding and entitled to vote at such time given in accordance with this paragraph. The consent of the directors of the Corporation under (i) above shall be expressed by a resolution passed by the directors of the Corporation or by an instrument or instruments in writing signed by all of the directors of the Corporation. The consent of the shareholders under (ii) above shall be expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by shareholders holding more than 50% of such voting rights.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

(1) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.

(2) Any invitation to the public to subscribe for any securities of the Corporation is prohibited.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers.
Dénomination sociale des sociétés qui fusionnent, signature et fonction de leurs dirigeants régulièrement désignés.

JEI-MICROPLAY LIMITED

Per: 
Name: James Gormley
Title: Director

MILLENIUM POS SOFTWARE LIMITED

Per: 
Name: James Gormley
Title: Director

1502925 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

STARSTRUCK ENTERTAINMENT STORES LIMITED

Per: 
Name: James Gormley
Title: Director

800527 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

1051901 ONTARIO INC.

Per: 
Name: James Gormley
Title: Director

1509284 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

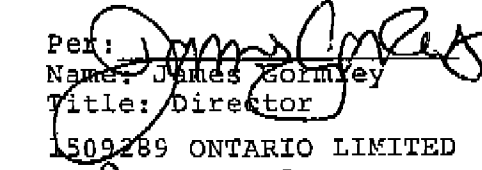
1509285 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

1509286 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

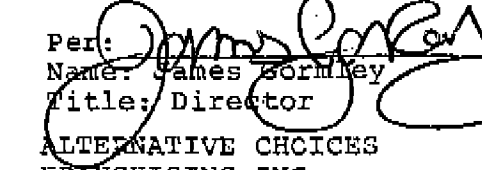
1407075 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

1509289 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

1509288 ONTARIO LIMITED

Per: 
Name: James Gormley
Title: Director

ALTERNATIVE CHOICES FRANCHISING INC.

Per: 
Name: James Gormley
Title: Director

1318602 ONTARIO LIMITED

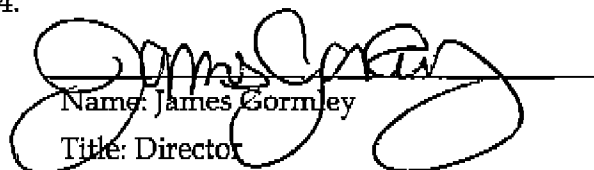
Per: 
Name: James Gormley
Title: Director

SCHEDULE "A"**Statement of Director or Officer
Under Subsection 178(2) of
the Business Corporations Act (Ontario)**

I am the sole director of each of JEI-Microplay Limited, Millenium POS Software Limited, 1502925 Ontario Limited, Starstruck Entertainment Stores Limited, 800527 Ontario Limited, 1051901 Ontario Inc., 1509284 Ontario Limited, 1509285 Ontario Limited, 1509286 Ontario Limited, 1407075 Ontario Limited, 1509289 Ontario Limited, 1509288 Ontario Limited, Alternative Choices Franchising Inc. and 1318602 Ontario Limited (collectively, the "Amalgamating Corporations"). I have conducted such examinations of the books and records of each of the Amalgamating Corporations as are necessary to enable me to make this statement. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act"). In my capacity as a director of each of the Amalgamating Corporations, I state that:

1. There are reasonable grounds for believing that:
 - (a) each of the Amalgamating Corporations is, and the corporation continuing from the amalgamation of the Amalgamating Corporations (the "Corporation") will be, able to pay its liabilities as they become due, and
 - (b) the realizable value of the Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes;
2. There are reasonable grounds for believing that:
 - (a) no creditor of the Amalgamating Corporations will be prejudiced by the amalgamation; or
 - (b) adequate notice has been given by each of the Amalgamating Corporations to all known creditors of each of the Amalgamating Corporations in accordance with the provisions of subsection 178(2)(b) of the Act; and
3. No creditor of either of the Amalgamating Corporations has notified either of the Amalgamating Corporations that such creditor objects to the amalgamation.

DATED July 8, 2004.


Name: James Gormley
Title: Director

SCHEDULE "B"

AMALGAMATION AGREEMENT

Amalgamation Agreement dated July 8, 2004 between JEI-Microplay Limited ("JEI-Microplay"), Millenium POS Software Limited ("Millenium"), 1502925 Ontario Limited ("1502925"), Starstruck Entertainment Stores Limited ("Starstruck"), 800527 Ontario Limited ("800527"), 1051901 Ontario Inc. ("1051901"), 1509284 Ontario Limited ("1509284"), 1509285 Ontario Limited ("1509285"), 1509286 Ontario Limited ("1509286"), 1407075 Ontario Limited ("1407075"), 1509289 Ontario Limited ("1509289"), 1509288 Ontario Limited ("1509288"), Alternative Choices Franchising Inc. ("Alternative") and 1318602 Ontario Limited ("1318602") (collectively the "Amalgamating Corporations").

RECITALS

- (a) JEI-Microplay was incorporated under the Act by Certificate and Articles of Incorporation dated November 30, 2001, as amended.
- (b) Millenium was incorporated under the Act by Certificate and Articles of Incorporation dated November 30, 2001, as amended.
- (c) 1502925 was incorporated under the Act by Certificate and Articles of Incorporation dated November 30, 2001.
- (d) Starstruck was incorporated under the Act by Certificate and Articles of Incorporation dated November 30, 2001, as amended.
- (e) 800527 was incorporated under the Act by Certificate and Articles of Incorporation dated December 22, 1988.
- (f) 1051901 was incorporated under the Act by Certificate and Articles of Incorporation dated November 15, 1993.
- (g) 1509284 was incorporated under the Act by Certificate and Articles of Incorporation dated January 4, 2002.
- (h) 1509285 was incorporated under the Act by Certificate and Articles of Incorporation dated January 4, 2002.
- (i) 1509286 was incorporated under the Act by Certificate and Articles of Incorporation dated January 4, 2002.
- (j) 1407075 was incorporated under the Act by Certificate and Articles of Incorporation dated March 16, 2000.
- (k) 1509288 was incorporated under the Act by Certificate and Articles of Incorporation dated January 4, 2002.

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- (l) 1509289 was incorporated under the Act by Certificate and Articles of Incorporation dated January 4, 2002.
- (m) Alternative was incorporated under the Act by Certificate and Articles of Incorporation dated November 25, 1993, as amended.
- (n) 1318602 was incorporated under the Act by Certificate and Articles of Incorporation dated October 7, 1998.
- (o) Each Amalgamating Corporation is authorized to issue and has issued and outstanding such number of shares set out below as of the date of this Agreement which will be issued and outstanding as of the Effective Date (as defined below):

<u>Name of Corporation</u>	<u>Authorized Capital</u>	<u>Issued Capital</u>
JEI-Microplay	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
Millerium	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
1502925	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
Starstruck	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
800527	Unlimited common shares and unlimited preference shares	60 common shares
1051901	Class A shares, Common shares	1,000 common shares
1509284	Unlimited common shares, an unlimited number of Class A shares and an unlimited number	1 common share

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<u>Name of Corporation</u>	<u>Authorized Capital</u>	<u>Issued Capital</u>
	of Class B shares	
1509285	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
1509286	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
1407075	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
1509289	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
1509288	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
Alternative	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share
1318602	Unlimited common shares, an unlimited number of Class A shares and an unlimited number of Class B shares	1 common share

- (p) Each of the Amalgamating Corporations have fully and completely disclosed to each other their respective assets and liabilities.
- (q) Each of the Amalgamating Corporations have agreed to amalgamate and continue as one corporation on the terms contained in this Agreement.

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In consideration of the foregoing and the mutual agreements contained in this Agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Definitions.

(1) In this Agreement:

"Act" means the *Business Corporations Act* (Ontario).

"Agreement" means this amalgamation agreement.

"Amalgamating Corporations" means JEI-Microplay, Millenium, 1502925, Starstruck, 800527, 1051901, 1509284, 1509285, 1509286, 1407075, 1509289, 1509288, Alternative and 1318602.

"Class A shares" means Class "A" non-voting, redeemable, retractable, non-cumulative, special shares.

"Class B shares" means Class "B" voting, redeemable, retractable, non-cumulative special shares.

"Corporation" means the corporation continuing from the amalgamation of the Amalgamating Corporations.

"Effective Date" means the date set out on the certificate endorsed by the Director appointed under the Act on the articles of amalgamation giving effect to the amalgamation of the Amalgamating Corporations.

(2) Unless the context otherwise requires, all terms used in this Agreement which are defined in the Act have the respective meanings given to them in the Act.

Section 2 Amalgamation.

The Amalgamating Corporations agree to amalgamate on the Effective Date under the provisions of the Act and to continue as one corporation on the terms contained in this Agreement.

Section 3 Name of Corporation.

The name of the Corporation shall be JCI Amalco Inc.

Section 4 Registered Office.

The location of the registered office of the Corporation shall be 5500 North Service Road, 10th Floor, Burlington, Ontario L7L 5H7.

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Section 5 Business and Powers.

There shall be no restrictions on the business that the Corporation may carry on or on the powers that the Corporation may exercise.

Section 6 Authorized Share Capital.

The classes and any maximum number of shares that the Corporation shall be authorized to issue are as follows:

An unlimited number of common shares.

Section 7 Share Provisions.

The rights, privileges, restrictions and conditions of the common shares shall be as provided for in the Act.

Section 8 Share Transfer Restrictions.

The right to transfer shares of the Corporation shall be restricted. No share of the Corporation shall be transferred without either: (i) the consent of the directors of the Corporation given in accordance with this paragraph; or (ii) the consent of shareholders holding shares which carry more than 50% of the voting rights of all shares outstanding and entitled to vote at such time given in accordance with this paragraph. The consent of the directors of the Corporation under (i) above shall be expressed by a resolution passed by the directors of the Corporation or by an instrument or instruments in writing signed by all of the directors of the Corporation. The consent of the shareholders under (ii) above shall be expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by shareholders holding more than 50% of such voting rights.

Section 9 Limitation on Number of Shareholders and Prohibition on Public Offering.

- (1) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (2) Any invitation to the public to subscribe for any securities of the Corporation is prohibited.

Section 10 Number of Directors and First Directors.

- (1) The number of directors of the Corporation shall be a minimum of one (1) and a maximum of ten (10), until changed in accordance with the Act.

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- (2) Until changed by the shareholders of the Corporation, or by the directors of the Corporation if authorized by the shareholders of the Corporation, the number of directors of the Corporation shall be one (1).
- (3) The first director of the Corporation shall be the following:

<u>Name</u>	<u>Residence Address</u>	<u>Resident Canadian</u>
James Gormley	62 Rosemary Lane Ancaster, Ontario L9G 2K5	yes

The first director named above shall hold office until the later of the close of the first annual meeting of shareholders of the Corporation and the date on which his successor is elected or appointed.

Section 11 By-laws.

The by-laws of the Corporation shall be the by-laws of JEI-Microplay. Prior to the Effective Date a copy of such by-laws may be examined at 5500 North Service Road, 10th Floor, Burlington, Ontario L7L 5H7 at any time during regular business hours.

Section 12 Conversion or Cancellation of Shares of Amalgamating Corporations.

(1) On the Effective Date, the issued and outstanding shares in the capital of the Amalgamating Corporations shall be converted into fully paid and non-assessable shares of the Corporation or shall be cancelled without any repayment of capital in respect of such shares, as follows:

- (a) The 1 issued and outstanding common share of JEI-Microplay shall be converted into common shares of the Corporation on the basis of 1 common share of JEI-Microplay for 1,500,000 common shares of the Corporation;
- (b) the 1 issued and outstanding common share of Millenium shall be converted into common shares of the Corporation on the basis of 1 common share of Millenium for 300,000 common shares of the Corporation;
- (c) the 1 issued and outstanding common share of 1502925 shall be converted into common shares of the Corporation on the basis of 1 common share of 1502925 for 1 common share of the Corporation; and
- (d) the 1 issued and outstanding common share of Starstruck shall be converted into common shares of the Corporation on the basis of 1

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common share of Starstruck for 166,667 common shares of the Corporation;

- (e) the 1 issued and outstanding common share of 1509284 shall be converted into common shares of the Corporation on the basis of 1 common share of 1509284 for 83,333 common shares of the Corporation;
 - (f) the 1 issued and outstanding common share of 1509285 shall be converted into common shares of the Corporation on the basis of 1 common share of 1509285 for 160,000 common shares of the Corporation;
 - (g) the 1 issued and outstanding common share of 1509286 shall be converted into common shares of the Corporation on the basis of 1 common share of 1509286 for 160,000 common shares of the Corporation;
 - (h) the 1 issued and outstanding common share of 1509288 shall be converted into common shares of the Corporation on the basis of 1 common share of 1509288 for 1 common share of the Corporation;
 - (i) the 1 issued and outstanding common share of 1509289 shall be converted into common shares of the Corporation on the basis of 1 common share of 1509289 for 1 common share of the Corporation;
 - (j) the 1 issued and outstanding common share of Alternative shall be converted into common shares of the Corporation on the basis of 1 common shares of Alternative for 1 common shares of the Corporation;
 - (k) the 1 issued and outstanding common share of 1318602 shall be converted into common shares of the Corporation on the basis of 1 common share of 1318602 for 1 common share of the Corporation; and
 - (l) all of the issued and outstanding shares of each of 800527, 1051901, and 1407075, all of which are at the date of this Agreement and will be at the Effective Date held by or on behalf of Starstruck shall be cancelled without any repayment of capital in respect of such shares and shall not be converted into shares of the Corporation.
- (2) After giving effect to the foregoing there shall be 2,370,005 common shares of the Corporation issued and outstanding in favour of Jumbo Entertainment Inc.

Section 13 Stated Capital.

The stated capital attributable to each class of shares of the Corporation issuable pursuant to Section 12 shall be the aggregate of the stated capital attributable to the shares of the Amalgamating Corporations converted into shares of the Corporation of

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that class. For greater certainty, no stated capital shall be attributed to the shares referred to in 12 (1) (l) above.

Section 14 Replacement Share Certificates.

After the Effective Date, the shareholders of the Amalgamating Corporations shall, when requested by the Corporation, surrender for cancellation the certificates representing the shares held by them in the Amalgamating Corporations and shall be entitled to receive certificates for shares of the Corporation issuable to them pursuant to Section 12.

Section 15 Effect of Amalgamation.

Upon the Effective Date:

- (a) the Amalgamating Corporations are amalgamated and continue as the Corporation as contemplated by this Agreement;
- (b) the Corporation possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations;
- (c) a conviction against, or ruling, order or judgment in favour or against an Amalgamating Corporation may be enforced by or against the Corporation;
- (d) the articles of amalgamation are deemed to be the articles of incorporation of the Corporation and, except for the purposes of subsection 117(1) of the Act, the certificate of amalgamation is deemed to be the certificate of incorporation of the Corporation; and
- (e) the Corporation shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamating Corporation before the Effective Date.

Section 16 Termination.

At any time before the Effective Date, this Agreement may be terminated by the directors of an Amalgamating Corporation, notwithstanding the approval of this Agreement by the shareholders of all or any of the Amalgamating Corporations.

Section 17 Further Assurances.

Each of the Amalgamating Corporations shall execute and deliver all other documents and do all acts or things as may be necessary or desirable to give effect to this Agreement.

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Section 18 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have executed this Agreement.

JEI-MICROPLAY LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

MILLENIUM POS SOFTWARE LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

1502925 ONTARIO LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

STARSTRUCK ENTERTAINMENT STORES LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

800527 ONTARIO LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

1051901 ONTARIO INC.

By: "James Gormley"
 Name: James Gormley
 Title: Director

1509284 ONTARIO LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

1509285 ONTARIO LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

1509286 ONTARIO LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

1407075 ONTARIO LIMITED

By: "James Gormley"
 Name: James Gormley
 Title: Director

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1509289 ONTARIO LIMITED

By: "James Gormley"
Name: James Gormley
Title: Director

1509288 ONTARIO LIMITED

By: "James Gormley"
Name: James Gormley
Title: Director

**ALTERNATIVE CHOICES
FRANCHISING INC.**

By: "James Gormley"
Name: James Gormley
Title: Director

1318602 ONTARIO LIMITED

By: "James Gormley"
Name: James Gormley
Title: Director