



**DEED OF ASSIGNMENT OF TRADE-MARKS**

THIS DEED is made as of 31 May 2003 between **BHP BILLITON INNOVATION PTY LTD.**, ACN 008 457 154 of 180 Lonsdale Street, Melbourne 3000, Victoria Australia (the "Assignor") and **POINT LAKE MARKETING INC.**, BC Incorporation No. 669135 of 2300 - 1111 West Georgia Street, Vancouver, British Columbia Canada, V6E 4M3 (the "Assignee").

RECITALS:

- A. The Assignor is the proprietor of the trade-marks in its capacity as trustee of intellectual property assets on behalf of BHP Billiton Limited and its subsidiary companies pursuant to the Umbrella Services Agreement of 2000. *1 February 2001*
- B. The trade-marks have not been used as of 31 May 2003 and are valued at CDN \$10.00 each.

WITNESSES

1. ASSIGNMENT

In consideration of the payment to the Assignor of the sum of CDN \$20.00 (receipt of which is hereby acknowledged), the Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest throughout the world in and to the the trade-marks listed in the attached schedule together with all goodwill, rights and benefits appurtenant to the trade-marks and to the business associated with the trade-marks, to hold unto the Assignee absolutely.

2. FURTHER ASSURANCE

The Assignor undertakes to do all acts and to execute and deliver all documents necessary for further assuring the right, title, and interest of the Assignee in and to the trade-marks.

EXECUTED AS A DEED.

Signed for and on behalf of **BHP BILLITON INNOVATIONS PTY LTD.**

By: *Anderson*  
[signature]  
STEPHEN ANDERSON  
[print name]

Its: IP ADVISOR  
[position]


Signed for and on behalf of **POINT LAKE MARKETING LTD.**

By: *Graham Nicolls*  
[signature]  
GRAHAM NICOLLS  
[print name]

Its: PRESIDENT  
[position]

**SCHEDULE**

**US TRADE-MARK APPLICATIONS**

<b>TRADE-MARK</b>	<b>APP. NO.</b>	<b>APP. DATE</b>	<b>CLASS(ES)</b>
CANADAMARK	76/464,985	October 29, 2002	14, 35, 37, 40, and 42
 CANADA MARK	76/517,467	May 27, 2003	14