

T04902US00/BT

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

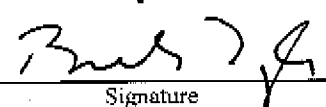
<p>1. Name of conveying party(ies):</p> <p>BHP BILLITON INNOVATION PTY LTD 600 BOURKE STREET MELBOURNE VIC 3000 AUSTRALIA</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Corporation</p> <p><input checked="" type="checkbox"/> OTHER: an AUSTRALIAN company</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> ASSIGNMENT MERGER <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change Of Address</p> <p><input type="checkbox"/> Other:</p> <p>Execution Date: MAY 31, 2003</p>	<p>2. Name and address of receiving party(ies)</p> <p>POINT LAKE MARKETING INC. 2300 - 1111 WEST GEORGIA STREET VANCOUVER, BRITISH COLUMBIA CANADA V6E 4M3</p> <p><input type="checkbox"/> Individual(s)</p> <p><input type="checkbox"/> Association:</p> <p><input type="checkbox"/> General Partnership:</p> <p><input type="checkbox"/> Limited Partnership:</p> <p><input checked="" type="checkbox"/> CORPORATION: CANADA</p> <p><input type="checkbox"/> Other</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): 76/464, 985 76/517,467</p>	<p>B. Trademark Registration No.(s):</p>
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Additional number(s) attached Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: BREWSTER TAYLOR STITES & HARBISON, PLLC 1199 NORTH FAIRFAX STREET SUITE 900 ALEXANDRIA, VIRGINIA 22314</p>	<p>6. Total number of applications and registrations involved: -2-</p> <p>7. Total fee (37 CFR 3.41) \$65.00</p> <p><input checked="" type="checkbox"/> Enclosed - Credit Card Form;</p> <p><input checked="" type="checkbox"/> Authorized to be charged to L&T US PTO FEES Credit Card.</p> <p>8. Customer No.: 000881</p>
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DO NOT USE THIS SPACE

9. Signature.		
Brewster Taylor Name of Person Signing	 Signature	DECEMBER 17, 2004 Date Signed

Total number of pages including cover sheet, attachments, and document -6-

OP \$65.00 76464985

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 *SL*.
- 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 Nicholls*
[signature]

GRAHAM NICHOLLS
[print name]

Its: PRESIDENT
[position]

SCHEDULE**US TRADE-MARK APPLICATIONS**

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