

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/20/2001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Christina America Inc.		07/20/2001	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	9104-9809 Quebec Inc.
Street Address:	400 Boul. de Maisonneuve O
Internal Address:	Bur. 600
City:	Montreal (Quebec)
State/Country:	CANADA
Postal Code:	H3A 1L4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1411398	CHRISTINA
Registration Number:	1521014	SABBIA
Registration Number:	2268127	SEAMLESS SWIMSUIT BY CHRISTINA
Registration Number:	2273544	THE BODY WRAP
Registration Number:	2174416	THE SWIMSUIT FIT SYSTEM
Registration Number:	1442201	VIA BRAZIL

CORRESPONDENCE DATA

Fax Number: (203)327-1096
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (203) 324-6155
 Email: cdc@ssjr.com
 Correspondent Name: Gene S. Winter

OP \$165.00 1411398

Address Line 1: 986 Bedford Street
Address Line 2: St. Onge Steward Johnston and Reens LLC.
Address Line 4: Stamford, CONNECTICUT 06905

ATTORNEY DOCKET NUMBER: 01393-A0105A

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Gene S. Winter

Signature: /Gene S. Winter/

Date: 10/28/2005

Total Attachments: 27

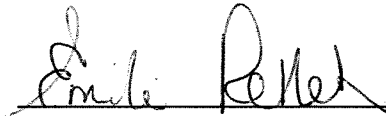
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AFFIDAVIT

I, the undersigned, Émilie Pelletier, secretary, of 1001 Victoria Square – Bloc E – 8th floor, Montreal, Quebec, H2Z 2B7, Canada, affirm solemnly:

1. I am fluent in the English and French languages.
2. Now shown to me and marked as Exhibit **EPE-1** to this my affidavit is a copy of the "Certificat de fusion" (Certificate of Amalgamation).
3. Now shown to me and marked as Exhibit **EPE-2** is an English translation that I made of said "Certificat de fusion" (Certificate of Amalgamation).
4. Said translation EPE-2 is a true and correct English translation of the French document EPE-1.

AND I HAVE SIGNED



Émilie Pelletier

Solemnly declared before me in Montreal
on this 26th day of September 2005



Commissioner for Oaths or person duly
authorised to receive the present oath

Commission number: 91473

Expiration date: 26 January 2008

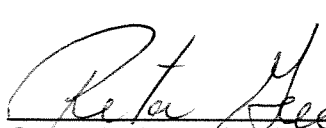
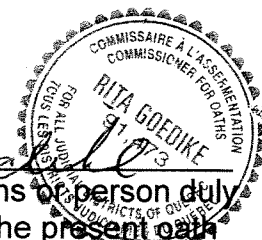


TRADEMARK

REEL: 003183 FRAME: 0493

THIS IS EXHIBIT **EPE-1**
REFERRED TO IN THE AFFIDAVIT OF
ÉMILIE PELLETIER

AFFIRMED SOLEMNLY BEFORE ME
IN MONTREAL, PROVINCE OF QUEBEC
THIS 26TH DAY OF SEPTEMBER 2005



Commissioner for Oaths ~~or person duly~~
authorised to receive the ~~present oath~~
Commission number: 91473
Expiration date: 26 January 2008

CERTIFICAT DE FUSION

Loi sur les compagnies, Partie IA
(L.R.Q., chap. C-38)

J'atteste par les présentes que les compagnies mentionnées dans les statuts de fusion ci-joints ont fusionné le **20 JUILLET 2001**, en vertu de la partie IA de la Loi sur les compagnies, en une seule compagnie sous la dénomination sociale

9104-9809 QUÉBEC INC.

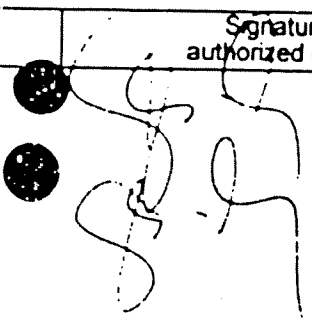
Tel qu'indiqué dans les statuts de fusion ci-joints.

Déposé au registre le 25 juillet 2001
sous le matricule 1160149390



R S Turcotte

Inspecteur général des institutions financières

1 Corporate name of the company resulting from the amalgamation		1.1
9104-9809 QUÉBEC INC.		<input checked="" type="checkbox"/> Simplified amalgamation
2 Quebec judicial district where company has set up its head office	3 Precise number or minimum and maximum number of directors	4 Effective date if after filing date
Judicial district of Montreal	Minimum : 1, Maximum : 15	N/A
5 Description of share capital		
The annexed Schedule 1 is incorporated in this form		
6 Restrictions on the transfer of shares, if any		
The annexed Schedule 2 is incorporated in this form		
7 Limitations on activities, if any		
N/A		
8 Other Provisions		
The annexed Schedules 3 and 4 are incorporated in this form		
The effective date of amalgamation shall be the (earliest)(latest) moment on		
9 Corporate name of amalgamating companies		Signature of authorized director
Christina America Inc./Christina Amérique Inc. (Signatory: Joseph Schwebel)		
9104-9809 Quebec Inc. (Signatory: Joseph Schwebel)		

If space is insufficient, attach an appendix in two (2) copies

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CA-216 (Rev 2-94)

GOUVERNEMENT DU QUÉBEC
DÉPOSÉ LE
20 JUIL. 2001
INSPECTEUR GÉNÉRAL DES
INSTITUTIONS FINANCIÈRES

SCHEDULE 1

ARTICLES OF AMALGAMATION

THE CLASSES OF SHARES THAT THE COMPANY IS AUTHORIZED TO ISSUE

The Company is authorized to issue an unlimited number of Class "A" shares, Class "B" shares, Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares: and the shares of each such Class shall be without par value.

The rights, privileges, restrictions and conditions attaching to the said Class "A" shares, Class "B" shares, Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares are as follows:

1. The holders of the Class "A" shares shall be entitled to one (1) vote for each share held by them at all meetings of shareholders except meetings at which only holders of a specified class of shares, other than the Class "A" shares, are entitled to vote, and they shall be entitled to notice of all meetings of shareholders of the Company.
2. Except as otherwise specifically provided in la *Loi sur les compagnies*, the Class "B" shares shall not carry any right to vote nor shall the holders thereof be entitled to notice of or to attend shareholders' meetings.
3. The Class "A" shares and Class "B" shares shall, subject to the rights of the Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares, be entitled at all times and from time to time, in the sole, absolute and unfettered discretion of the directors, to an unfixed non-cumulative dividend in any amount. Each Class "A" share and Class "B" share shall rank pari passu with respect to any such dividend.
4. The Class "A" shares and the Class "B" shares shall rank pari passu in every other respect, and the holders of such Class "A" shares and Class "B" shares, shall, subject to the rights of the holders of the Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares, be entitled to receive the remaining property of the Company upon a dissolution.

5. For purposes of this Schedule I the term "Redemption Amount" shall mean:
 - (a) In the case of a Class "C" share, Class "D" share, Class "E" share and Class "F" share, an amount equal to the consideration for which each such share had been issued or in the event such share had been issued in consideration of property or past services, an amount equal to the fair equivalent of money that the Company would have received if such share had been issued for money, and
 - (b) In the case of a Class "G" share, an amount equal to \$1.00.
6. Each Class "C" share, Class "D" share, Class "E" share, Class "F" share and Class "G" share shall, in priority to the Class "A" shares and Class "B" shares, carry the right, in the discretion of the directors, to a fixed monthly non-cumulative preferential dividend in the case of the Class "C" shares, Class "D" shares, Class "E" shares and Class "F" shares in an amount equal to one-quarter (1/4) of one percent (1%) of the amount of the consideration for which each share had been issued or in the event such share had been issued in consideration of property or past services, in an amount equal to one-quarter (1/4) of one percent (1%) of the amount of the fair equivalent of money that the Company would have received if such share had been issued for money and in the case of the Class "G" shares, in an amount equal to one-quarter (1/4) of one cent.
7. Each Class "C" share, Class "D" share, Class "E" share, Class "F" share and Class "G" share shall, in priority to the Class "A" shares and Class "B" shares, carry the right, in the event of the liquidation or winding-up of the Company, to repayment of an amount equal to the Redemption Amount.
8. In the event that only part of the amount of the consideration received by the Company for any share issued by the Company is added to the issued and paid up share capital account for the class or series of shares of which such share forms part, such share shall be deemed to have been issued for the full amount of the consideration received therefor for all purposes other than issued and paid up share capital but including dividends, redemptions, purchases, cancellations, liquidation and dissolution. If shares of the Company are issued in payment of a dividend, the declared amount of the dividend stated as an amount of money shall be added to the issued and paid up share capital account maintained for the shares of the class or series issued in payment of the dividend.
9. The Class "C" shares, Class "D" shares, Class "E" shares, the Class "F" shares and Class "G" shares shall not carry the right to any further participation in profits or assets.

10. The holders of the Class "C" shares and Class "E" shares shall be entitled to one (1) vote for each share held by them at all meetings of shareholders except meetings at which only holders of a specified class of shares, other than the Class "C" shares and Class "E" shares are entitled to vote, and they shall be entitled to notice of all meetings of shareholders of the Company.
11. Except as otherwise specifically provided in la *Loi sur les compagnies*, the Class "D" shares, the Class "F" shares and the Class "G" shares shall not carry any right to vote nor shall the holders thereof be entitled to notice of or to attend shareholders' meetings.
12. Each Class "C" share, Class "D" share, Class "E" share, Class "F" share and Class "G" share shall be redeemable, at the option of the Company, for a price equal to the Redemption Amount. The Company may redeem all or any part of the Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares or Class "G" shares, at any time at the option of the directors of the Company upon a notice of seven (7) days without the consent of the holders thereof, and if less than the whole amount of the then outstanding Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares or Class "G" shares shall be so redeemed, the shares to be redeemed shall be selected pro rata, by lot or in any other manner as the directors may determine.
13. Each Class "E" share, Class "F" share and Class "G" share shall be redeemable, at the option of the holder of such share for a price equal to the Redemption Amount.
14. The Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares shall rank pari passu in every other respect.

SCHEDULE 2

ARTICLES OF AMALGAMATION

RESTRICTIONS ON SHARE TRANSFERS

1. No shareholder shall be entitled to sell, transfer or otherwise dispose of any fully paid share or shares in the capital stock of the Company, or any securities thereof, without either:
 - (a) The previous express sanction of the holders of a majority of the Class "A", Class "C" and Class "E" shares in the capital stock of the Company for the time being outstanding expressed by a resolution passed at a meeting of the Class "A", Class "C" and Class "E" shareholders or by an instrument or instruments in writing signed by the holders of a majority of the Class "A", Class "C" and Class "E" shares in the capital stock of the Company for the time being outstanding; or
 - (b) The previous express lawful sanction of the board of directors of the Company at a duly constituted meeting of the board or in lieu thereof the previous express sanction of the directors of the Company as evidenced by the lawful adoption of a resolution to that effect.

2. No shareholder shall be entitled to sell, transfer or otherwise dispose of any share or shares in the capital stock of the Company which have not been paid in full, without the previous express sanction of the directors of the Company at a meeting of the board signed by a majority of the directors.

SCHEDULE 3
ARTICLES OF AMALGAMATION

OTHER PROVISIONS

1. The number of shareholders of the Company is limited to fifty (50), not including persons who are in the employment of the Company and persons, who, having been formerly in the employment of the Company were, while in that employment and have continued after the termination of that employment to be shareholders of the Company, two or more persons holding one or more shares jointly being counted as a single shareholder.
2. Any invitation to the public to subscribe for any shares, debentures or any other securities of the Company is prohibited.
3. Subject to the provisions of la *Loi sur les compagnies*, the directors of the Company may, without authorization of the shareholders:
 - (a) borrow money upon the credit of the Company;
 - (b) issue, reissue sell or pledge debt obligations of the Company; and
 - (c) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Company, owned or subsequently acquired, to secure any debt obligation of the Company.

Nothing herein limits or restricts the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.

4. Subject to the provisions of la *Loi sur les compagnies*, the Company may purchase or otherwise acquire any shares issued by it.
5. Subject to Schedule 1 of the Articles of Amalgamation and la *Loi sur les compagnies*, the holder of a fractional share shall be entitled to that number of votes equal to one multiplied by the fraction represented by such share and to notice of all meetings of shareholders of the Company.

SCHEDULE 4
ARTICLES OF AMALGAMATION

SHARE WARRANTS

1. The Directors may, by resolution, with respect to any fully paid shares, authorize the issuance under the Company's seal of a warrant stating that the bearer of the warrant is entitled to the share or shares therein specified, and may provide, by coupons or otherwise, for the payment of future dividends on the share or shares included in the warrant, hereafter termed a share warrant.
2. Share warrants shall be issued upon a request in writing. Such request shall be in such form and shall be authenticated by such sworn statement or other evidence, if any, as to the identity of the applicant, his domicile, residence, and right and title to the share or shares and otherwise as the Directors may from time to time deem necessary, and such request and evidence shall be lodged with the head office of the Company.
3. Before the issue of a share warrant, the certificate, if any, then outstanding in respect of the shares intended to be included in such warrant shall be delivered to the Company unless the directors dispense with this condition and any person applying for a share warrant shall at the time of application pay such fee, if any, as the directors shall by resolution from time to time determine.
4. Share warrants shall be issued under the corporate seal of the Company and shall be signed by two persons one of whom holds the office of the chairman of the board, managing director, president, vice-president or director and the other of whom holds the office of secretary, treasurer, assistant secretary or assistant treasurer or any other office created by by-law or resolution of the board, whose signatures may be printed, stamped, or lithographed; and the share warrants shall be in such language and form and shall be issued in such numbers and denominations as the directors may from time to time determine.
5. The share warrants may have attached to them coupons payable to bearer for dividends upon the shares represented by the warrants, and the form and number of the said coupons and the arrangements for the issue of fresh coupons upon exhaustion thereof shall be as the directors may from time to time determine.

6. The coupons shall not contain any statement of the amount payable in respect thereof nor of the date of such payment but shall be identified by number. Upon any dividend being declared and becoming payable in respect of the shares specified in any share warrants whereon coupons have been attached, there shall be published a notice in a newspaper published in the City of Montreal and in such other place or places as the directors shall deem advisable, stating the amount per share payable, the number of the coupon in respect of which the dividend has been declared and the date and place or places of payment, and thereupon any person presenting and surrendering at any of such places of payment on or after the date stated in the said notice the coupon so specified, shall be entitled to receive such dividend as may be then payable in respect of such shares; and the Company shall be entitled to recognize the absolute right of the bearer for the time being of the coupons to the dividend payable in respect thereof and such dividends shall only be paid to him in the manner aforesaid and shall be a good discharge to the Company accordingly.

7. If any share warrant becomes worn out or defaced the Directors may, upon surrender thereof for cancellation with all unmatured coupons annexed, issue or cause to be issued on such conditions as the directors may from time to time determine, a new one in its stead, and if any share warrant is lost or destroyed, the Directors may issue or cause to be issued another in lieu thereof upon the loss or destruction being established to the Director's satisfaction and upon such indemnity being given to the Company as the board of directors shall think adequate, and upon payment of all expenses attending the investigation of loss or destruction and of the indemnity; and in every case hereunder such reasonable fee, in addition to all expenses attending the investigation of evidence of loss or destruction and of the indemnity to the Company, as the board of directors shall from time to time determine, shall be paid to the Company by the person availing himself of these conditions.

8. If the bearer of a share warrant surrenders it to the Company to be cancelled together with all unmatured coupons and therewith lodges with the Company a declaration in writing in such form and authenticated by such evidence, if any, and in such manner as the Director's may deem satisfactory, requesting to be registered as a shareholder in respect of the shares specified in the said share warrant and stating his name, address and occupation, he shall,

subject to such conditions and upon payment of such fee as the Director's shall determine, be entitled to have his name entered as a shareholder in the securities register and other registers of the Company and to receive a certificate or certificates in respect of the shares specified in the share warrant so surrendered.

9. The bearer of a share warrant shall be entitled to attend and vote in the capacity of shareholder at any meeting of the shareholders of the Company unless the shares represented by such share warrant are shares which, subject to the provisions of la *Loi sur les compagnies*, carry no right to vote.



1 Corporate name

9104-9809 QUÉBEC INC.

2 Notice is hereby given that the address of the head office of the company, within the limits of the judicial district indicated in the articles, is as follows:

400 de Maisonneuve Blvd. W., Suite 600

N°

Street name

Montreal

Municipality

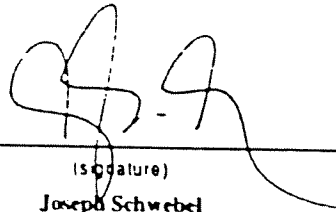
Quebec

Province

H3A 1H4

Postal code

The Company


(signature)
Joseph Schwebel

Post occupied
by signatory Director

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CA 212 (Rev. 05-95)

GOVERNEMENT DU QUÉBEC
DÉPOSÉ LE
20 JUIL. 2001
INSPECTEUR GÉNÉRAL DES
INSTITUTIONS FINANCIÈRES



1 Corporate name	
9104-9809 QUÉBEC INC.	
2 The directors of the company are:	
Name and surname	Full residential address (including postal code)
Schwebel, Joseph	6 Albion Road Hampstead Quebec Canada H3X 3L7
Cohen, Pinchas	31b Kaplan Street Herzlia Israel
Meron, Avraham	7 HaGilad Street Ramat-Gan Israel
Elituv, Chanan	22 Granville Road Hampstead Quebec Canada H3X 3B3

If space is insufficient, attach an appendix in two (2) copies

The Company

Joseph Schwebel



(Handwritten signature)

(signature)

Post occupied
by signatory Director

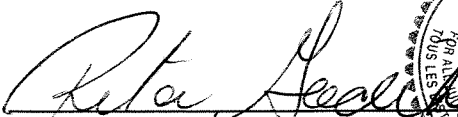

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GOVERNEMENT DU QUÉBEC
DÉPOSÉ I E
20 JUIL. 2001
INSPECTEUR GÉNÉRAL DES
INSTITUTIONS FINANCIÈRES

THIS IS EXHIBIT **EPE-2**
REFERRED TO IN THE AFFIDAVIT OF
ÉMILIE PELLETIER

AFFIRMED SOLEMNLY BEFORE ME
IN MONTREAL, PROVINCE OF QUEBEC
THIS 26TH DAY OF SEPTEMBER 2005



Commissioner for Oaths or person duly
authorised to receive the present oath
Commission number: 91473
Expiration date: 26 January 2008

CERTIFICATE OF AMALGAMATION

Companies Act, Part 1A
(R.S.Q., chap. C-38)

I hereby certify that the corporations mentioned in the attached articles of amalgamation merged on **JULY 20, 2001**, pursuant to Part 1A of the Companies Act, into one company under the business name

9104-9809 QUÉBEC INC.

As it appears from the attached articles of amendment.

Filed at the registry on July 25, 2001
under registration 1160149390



1 Corporate name of the company resulting from the amalgamation		1.1
9104-9809 QUÉBEC INC.		<input checked="" type="checkbox"/> Simplified amalgamation
2 Quebec judicial district where company has set up its head office	3 Precise number or minimum and maximum number of directors	4 Effective date if after filing date
Judicial district of Montreal	Minimum : 1, Maximum : 15	N/A
5 Description of share capital		
The annexed Schedule 1 is incorporated in this form		
6 Restrictions on the transfer of shares, if any		
The annexed Schedule 2 is incorporated in this form		
7 Limitations on activities, if any		
N/A		
8 Other Provisions		
The annexed Schedules 3 and 4 are incorporated in this form		
The effective date of amalgamation shall be the (earliest)(latest) moment on		
9 Corporate name of amalgamating companies		Signature of authorized director
Christina America Inc./Christina Amérique Inc. (Signatory: Joseph Schwebel)		
9104-9809 Quebec Inc. (Signatory: Joseph Schwebel)		

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CA-216 (Rev 2-94)

GOUVERNEMENT DU QUÉBEC
- DÉPOSÉ LE -
20 JUIL. 2001
INSPECTEUR GÉNÉRAL DES
INSTITUTIONS FINANCIÈRES

SCHEDULE 1

ARTICLES OF AMALGAMATION

THE CLASSES OF SHARES THAT THE COMPANY IS AUTHORIZED TO ISSUE

The Company is authorized to issue an unlimited number of Class "A" shares, Class "B" shares, Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares; and the shares of each such Class shall be without par value.

The rights, privileges, restrictions and conditions attaching to the said Class "A" shares, Class "B" shares, Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares are as follows:

1. The holders of the Class "A" shares shall be entitled to one (1) vote for each share held by them at all meetings of shareholders except meetings at which only holders of a specified class of shares, other than the Class "A" shares, are entitled to vote, and they shall be entitled to notice of all meetings of shareholders of the Company.
2. Except as otherwise specifically provided in la *Loi sur les compagnies*, the Class "B" shares shall not carry any right to vote nor shall the holders thereof be entitled to notice of or to attend shareholders' meetings.
3. The Class "A" shares and Class "B" shares shall, subject to the rights of the Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares, be entitled at all times and from time to time, in the sole, absolute and unfettered discretion of the directors, to an unfixed non-cumulative dividend in any amount. Each Class "A" share and Class "B" share shall rank pari passu with respect to any such dividend.
4. The Class "A" shares and the Class "B" shares shall rank pari passu in every other respect, and the holders of such Class "A" shares and Class "B" shares, shall, subject to the rights of the holders of the Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares, be entitled to receive the remaining property of the Company upon a dissolution.

5. For purposes of this Schedule I the term "Redemption Amount" shall mean:
- (a) In the case of a Class "C" share, Class "D" share, Class "E" share and Class "F" share, an amount equal to the consideration for which each such share had been issued or in the event such share had been issued in consideration of property or past services, an amount equal to the fair equivalent of money that the Company would have received if such share had been issued for money, and
 - (b) In the case of a Class "G" share, an amount equal to \$1.00.
6. Each Class "C" share, Class "D" share, Class "E" share, Class "F" share and Class "G" share shall, in priority to the Class "A" shares and Class "B" shares, carry the right, in the discretion of the directors, to a fixed monthly non-cumulative preferential dividend in the case of the Class "C" shares, Class "D" shares, Class "E" shares and Class "F" shares in an amount equal to one-quarter (1/4) of one percent (1%) of the amount of the consideration for which each share had been issued or in the event such share had been issued in consideration of property or past services, in an amount equal to one-quarter (1/4) of one percent (1%) of the amount of the fair equivalent of money that the Company would have received if such share had been issued for money and in the case of the Class "G" shares, in an amount equal to one-quarter (1/4) of one cent.
7. Each Class "C" share, Class "D" share, Class "E" share, Class "F" share and Class "G" share shall, in priority to the Class "A" shares and Class "B" shares, carry the right, in the event of the liquidation or winding-up of the Company, to repayment of an amount equal to the Redemption Amount.
8. In the event that only part of the amount of the consideration received by the Company for any share issued by the Company is added to the issued and paid up share capital account for the class or series of shares of which such share forms part, such share shall be deemed to have been issued for the full amount of the consideration received therefor for all purposes other than issued and paid up share capital but including dividends, redemptions, purchases, cancellations, liquidation and dissolution. If shares of the Company are issued in payment of a dividend, the declared amount of the dividend stated as an amount of money shall be added to the issued and paid up share capital account maintained for the shares of the class or series issued in payment of the dividend.
9. The Class "C" shares, Class "D" shares, Class "E" shares, the Class "F" shares and Class "G" shares shall not carry the right to any further participation in profits or assets.

10. The holders of the Class "C" shares and Class "E" shares shall be entitled to one (1) vote for each share held by them at all meetings of shareholders except meetings at which only holders of a specified class of shares, other than the Class "C" shares and Class "E" shares are entitled to vote, and they shall be entitled to notice of all meetings of shareholders of the Company.
11. Except as otherwise specifically provided in la *Loi sur les compagnies*, the Class "D" shares, the Class "F" shares and the Class "G" shares shall not carry any right to vote nor shall the holders thereof be entitled to notice of or to attend shareholders' meetings.
12. Each Class "C" share, Class "D" share, Class "E" share, Class "F" share and Class "G" share shall be redeemable, at the option of the Company, for a price equal to the Redemption Amount. The Company may redeem all or any part of the Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares or Class "G" shares, at any time at the option of the directors of the Company upon a notice of seven (7) days without the consent of the holders thereof, and if less than the whole amount of the then outstanding Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares or Class "G" shares shall be so redeemed, the shares to be redeemed shall be selected pro rata, by lot or in any other manner as the directors may determine.
13. Each Class "E" share, Class "F" share and Class "G" share shall be redeemable, at the option of the holder of such share for a price equal to the Redemption Amount.
14. The Class "C" shares, Class "D" shares, Class "E" shares, Class "F" shares and Class "G" shares shall rank pari passu in every other respect.

SCHEDULE 2
ARTICLES OF AMALGAMATION

RESTRICTIONS ON SHARE TRANSFERS

1. No shareholder shall be entitled to sell, transfer or otherwise dispose of any fully paid share or shares in the capital stock of the Company, or any securities thereof, without either:
 - (a) The previous express sanction of the holders of a majority of the Class "A", Class "C" and Class "E" shares in the capital stock of the Company for the time being outstanding expressed by a resolution passed at a meeting of the Class "A", Class "C" and Class "E" shareholders or by an instrument or instruments in writing signed by the holders of a majority of the Class "A", Class "C" and Class "E" shares in the capital stock of the Company for the time being outstanding; or
 - (b) The previous express lawful sanction of the board of directors of the Company at a duly constituted meeting of the board or in lieu thereof the previous express sanction of the directors of the Company as evidenced by the lawful adoption of a resolution to that effect.
2. No shareholder shall be entitled to sell, transfer or otherwise dispose of any share or shares in the capital stock of the Company which have not been paid in full, without the previous express sanction of the directors of the Company at a meeting of the board signed by a majority of the directors.

SCHEDULE 3
ARTICLES OF AMALGAMATION

OTHER PROVISIONS

1. The number of shareholders of the Company is limited to fifty (50), not including persons who are in the employment of the Company and persons, who, having been formerly in the employment of the Company were, while in that employment and have continued after the termination of that employment to be shareholders of the Company, two or more persons holding one or more shares jointly being counted as a single shareholder.

2. Any invitation to the public to subscribe for any shares, debentures or any other securities of the Company is prohibited.

3. Subject to the provisions of la *Loi sur les compagnies*, the directors of the Company may, without authorization of the shareholders:

- (a) borrow money upon the credit of the Company;
- (b) issue, reissue sell or pledge debt obligations of the Company; and
- (c) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Company, owned or subsequently acquired, to secure any debt obligation of the Company.

Nothing herein limits or restricts the borrowing of money by the Company on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Company.

4. Subject to the provisions of la *Loi sur les compagnies*, the Company may purchase or otherwise acquire any shares issued by it.

5. Subject to Schedule 1 of the Articles of Amalgamation and la *Loi sur les compagnies*, the holder of a fractional share shall be entitled to that number of votes equal to one multiplied by the fraction represented by such share and to notice of all meetings of shareholders of the Company.

SCHEDULE 4
ARTICLES OF AMALGAMATION

SHARE WARRANTS

1. The Directors may, by resolution, with respect to any fully paid shares, authorize the issuance under the Company's seal of a warrant stating that the bearer of the warrant is entitled to the share or shares therein specified, and may provide, by coupons or otherwise, for the payment of future dividends on the share or shares included in the warrant, hereafter termed a share warrant.
2. Share warrants shall be issued upon a request in writing. Such request shall be in such form and shall be authenticated by such sworn statement or other evidence, if any, as to the identity of the applicant, his domicile, residence, and right and title to the share or shares and otherwise as the Directors may from time to time deem necessary, and such request and evidence shall be lodged with the head office of the Company.
3. Before the issue of a share warrant, the certificate, if any, then outstanding in respect of the shares intended to be included in such warrant shall be delivered to the Company unless the directors dispense with this condition and any person applying for a share warrant shall at the time of application pay such fee, if any, as the directors shall by resolution from time to time determine.
4. Share warrants shall be issued under the corporate seal of the Company and shall be signed by two persons one of whom holds the office of the chairman of the board, managing director, president, vice-president or director and the other of whom holds the office of secretary, treasurer, assistant secretary or assistant treasurer or any other office created by by-law or resolution of the board, whose signatures may be printed, stamped, or lithographed; and the share warrants shall be in such language and form and shall be issued in such numbers and denominations as the directors may from time to time determine.
5. The share warrants may have attached to them coupons payable to bearer for dividends upon the shares represented by the warrants, and the form and number of the said coupons and the arrangements for the issue of fresh coupons upon exhaustion thereof shall be as the directors may from time to time determine.

6. The coupon shall not contain any statement of the amount payable in respect thereof nor of the date of such payment but shall be identified by number. Upon any dividend being declared and becoming payable in respect of the shares specified in any share warrants whereon coupons have been attached, there shall be published a notice in a newspaper published in the City of Montreal and in such other place or places as the directors shall deem advisable, stating the amount per share payable, the number of the coupon in respect of which the dividend has been declared and the date and place or places of payment, and thereupon any person presenting and surrendering at any of such places of payment on or after the date stated in the said notice the coupon so specified, shall be entitled to receive such dividend as may be then payable in respect of such shares; and the Company shall be entitled to recognize the absolute right of the bearer for the time being of the coupons to the dividend payable in respect thereof and such dividends shall only be paid to him in the manner aforesaid and shall be a good discharge to the Company accordingly.

7. If any share warrant becomes worn out or defaced the Directors may, upon surrender thereof for cancellation with all unmatured coupons annexed, issue or cause to be issued on such conditions as the directors may from time to time determine, a new one in its stead, and if any share warrant is lost or destroyed, the Directors may issue or cause to be issued another in lieu thereof upon the loss or destruction being established to the Director's satisfaction and upon such indemnity being given to the Company as the board of directors shall think adequate, and upon payment of all expenses attending the investigation of loss or destruction and of the indemnity; and in every case hereunder such reasonable fee, in addition to all expenses attending the investigation of evidence of loss or destruction and of the indemnity to the Company, as the board of directors shall from time to time determine, shall be paid to the Company by the person availing himself of these conditions.

8. If the bearer of a share warrant surrenders it to the Company to be cancelled together with all unmatured coupons and therewith lodges with the Company a declaration in writing in such form and authenticated by such evidence, if any, and in such manner as the Director's may deem satisfactory, requesting to be registered as a shareholder in respect of the shares specified in the said share warrant and stating his name, address and occupation, he shall,

subject to such conditions and upon payment of such fee as the Director's shall determine, be entitled to have his name entered as a shareholder in the securities register and other registers of the Company and to receive a certificate or certificates in respect of the shares specified in the share warrant so surrendered.

9. The bearer of a share warrant shall be entitled to attend and vote in the capacity of shareholder at any meeting of the shareholders of the Company unless the shares represented by such share warrant are shares which, subject to the provisions of la *Loi sur les compagnies*, carry no right to vote.



1 Corporate name

9104-9809 QUÉBEC INC.

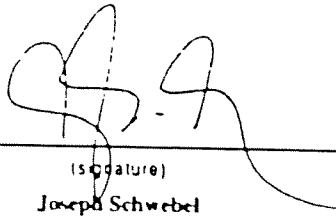
2 Notice is hereby given that the address of the head office of the company, within the limits of the judicial district indicated in the articles, is as follows:

400 de Maisonneuve Blvd. W., Suite 600
N° Street name

Montreal
Municipality

Quebec H3A 1H4
Province Postal code

The Company


(signature)
Joseph Schwebel

Post occupied
by signatory Director

For departmental use only

CA 212 (Rev. 05-95)

GOVERNEMENT DU QUÉBEC
DÉPOSÉ LE
20 JUIL. 2001
INSPECTEUR GÉNÉRAL DES
INSTITUTIONS FINANCIÈRES



1 Corporate name	
9104-9809 QUÉBEC INC.	
2 The directors of the company are:	
Name and surname	Full residential address (including postal code)
Schwebel, Joseph	6 Albion Road Hampstead Quebec Canada H3X 3L7
Cohen, Pinchas	11b Kaplan Street Herzlia Israel
Meron, Avraham	7 HaGilad Street Ramat-Gan Israel
Elituv, Chanan	22 Granville Road Hampstead Quebec Canada H3X 3B3

If space is insufficient, attach an appendix in two (2) copies

The Company

Joseph Schwebel



(signature)

Post occupied
by signatory Director

For departmental use only

CA 214 (Rev. 05/95)

GOVERNEMENT DU QUÉBEC
DÉPOSÉ E
29 JUIL. 2001
INSPECTEUR GÉNÉRAL DES
INSTITUTIONS FINANCIÈRES