

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amalgamation		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Direct Plus Food Group Ltd.		07/19/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Premium Brands Inc.		
Street Address:	7720 Alderbridge Way		
City:	Richmond, British Columbia		
State/Country:	CANADA		
Postal Code:	V6X 2A2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75923753	GOODLIFE	
Serial Number:	76548219	MCSWEENEY'S GOOD AS GOLD	
CORRESPONDENCE DATA			
Fax Number:	(415)369-8737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415 369 7368		
Email:	trademark@thelenreid.com		
Correspondent Name:	Marlene J. Williams		
Address Line 1:	P.O. Box 190187		
Address Line 4:	San Francisco, CALIFORNIA 94119-0187		
ATTORNEY DOCKET NUMBER:	894610-3 TRADEMARKS		
DOMESTIC REPRESENTATIVE			
Name:	Marlene J. Williams		
Address Line 1:	P.O. Box 190187		

CH \$65.00 75923753

Address Line 4: San Francisco, CALIFORNIA 94119-0187

NAME OF SUBMITTER:

Marlene J. Williams

Signature:

/marlene j. williams/

Date:

12/02/2005

Total Attachments: 9

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Industry Canada


Industrie Canada

**Certificate
of Amalgamation**

**Canada Business
Corporations Act**

**Certificat
de fusion**

**Loi canadienne sur
les sociétés par actions**

PREMIUM BRANDS INC.	431431-0
Name of corporation-Dénomination de la société	Corporation number-Numéro de la société
<p>I hereby certify that the above-named corporation resulted from an amalgamation, under section 185 of the <i>Canada Business Corporations Act</i>, of the corporations set out in the attached articles of amalgamation.</p>	<p>Je certifie que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la <i>Loi canadienne sur les sociétés par actions</i>, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.</p>
 <hr/> <p>Richard G. Shaw Director - Directeur</p>	<p>July 19, 2005 / le 19 juillet 2005</p> <hr/> <p>Date of Amalgamation - Date de fusion</p>

Canada



Industry Canada
 Industrie Canada
 Corporate Business
 Les entreprises par
 les sociétés par actions

FORM 9
 ARTICLES OF AMALGAMATION
 (SECTION 195)

FORMULE 9
 STATUTS DE FUSION
 (ARTICLE 195)

1 - Name of the amalgamated corporation: **PREMIUM BRANDS INC.**

2 - The province or territory in Canada where the registered office is to be situated: **Alberta**

3 - The classes and any maximum number of shares that the corporation is authorized to issue: **SEE SCHEDULE "A" ATTACHED**

4 - Restrictions, if any, on share transfers: **None**

5 - Number (minimum and maximum number) of directors: **The minimum number of Directors shall be three (3) Directors, and the maximum number of Directors shall be eleven (11) provided that there shall always be an uneven number of Directors of the Corporation. Unless otherwise determined by the Directors of the Corporation, the number of Directors to be elected at Shareholders meetings occurring in the 1996 calendar year shall be nine (9) Directors and occurring in the 1996 calendar year shall not be less than seven (7) Directors.**

6 - Restrictions, if any, on business the corporation may carry on: **None**

7 - Other provisions, if any: **None**

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:

183
 184(1)
 184(2)

Name of Director	Corporation No. N de la société	Signature	Date	Title	Tel. No. N° de tél.
Premium Brands Inc.	182898-3	<i>[Signature]</i>	07/19/05	CFO	(604) 656-3177
PB Distribution Inc.	639168-1	<i>[Signature]</i>	07/19/05	Director	(604) 656-3177
Harvest Seeds Co. Ltd.	639191-5	<i>[Signature]</i>	07/19/05	Director	(604) 656-3177
Grimm's Fine Foods Ltd.	639172-9	<i>[Signature]</i>	07/19/05	Director	(604) 656-3177
Direct Products Food Group Ltd.	639174-5	<i>[Signature]</i>	07/19/05	Director	(604) 656-3177
Brydors Business Enterprises Ltd.	639262-8	<i>[Signature]</i>	07/19/05	Director	(604) 656-3133
Hygaard Fine Foods Ltd.	639173-7	<i>[Signature]</i>	07/19/05	Director	(604) 656-3177
6391907 Canada Ltd.	639190-7	<i>[Signature]</i>	07/19/05	Director	(604) 656-3177

FOR DEPOSIT ONLY - À L'USAGE DU MINISTÈRE SEULEMENT

431431-0

JUL 19 2005

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CS/SCG

**SCHEDULE "A" TO THE ARTICLES OF AMALGAMATION OF
PREMIUM BRANDS INC.**

1. The Corporation is authorized to issue:
 - (a) an unlimited number of Common Shares (in these Articles referred to as "Common Shares"); and
 - (b) 246,289 Class "B" Convertible Shares (in these Articles referred to as "Class "B" Convertible Shares").

THE COMMON SHARES SHALL HAVE THE FOLLOWING RIGHTS, RESTRICTIONS, PRIVILEGES AND CONDITIONS ATTACHED THERETO:

1. VOTING
 - 1.1 The holders of the Common Shares in the Corporation shall be entitled to notice of and to attend at meetings of the Shareholders of the Corporation and shall be entitled to one vote in respect of each such share so held and the holder shall also be entitled to consent to and sign a resolution in writing to be signed by the holders of Common Shares of the Corporation.
2. ELECTION OF DIRECTORS
 - 2.1 The holders of the Common Shares shall be entitled to elect the Directors of the Corporation.
3. DIVIDENDS
 - 3.1 The holders of the Common Shares shall be entitled to receive a dividend when, as and if declared by the Directors of the Corporation on the Common Shares.
4. WINDING-UP
 - 4.1 The holders of the Common Shares shall be entitled to receive the property of the Corporation on liquidation, dissolution or winding up.

THE CLASS "B" CONVERTIBLE SHARES SHALL HAVE THE FOLLOWING RIGHTS, RESTRICTIONS, PRIVILEGES AND CONDITIONS ATTACHED THERETO:

1. DEFINITIONS
 - 1.1 In these Articles:
 - 1.1.1 "Associated Holder's Loan" means, when referring to the Class "B" Convertible Shares of any Authorized Holder, the Holder's Loan made by or purchased by the Original Authorized Holder to whom the Class "B" Convertible Shares owned by the Authorized Holder were issued or transferred to in accordance with Article 2.1;

- 1.1.2 "Authorized Holder" means an Original Authorized Holder and a transferee of the Class "B" Convertible Shares issued to or purchased by an Original Authorized Holder;
- 1.1.3 "Class "B" Surrender Shares" means that number of Class "B" Convertible Shares issued in the name of an Authorized Holder in excess of the number of Convertible Shares issued in the name of such Authorized Holder;
- 1.1.4 "Conversion Price" means the amount of \$6.84 in Canadian Dollars for each Class "B" Convertible Share converted to a Common Share;
- 1.1.5 "Convertible Shares" means, for any Authorized Holder, that number of Class "B" Convertible Shares calculated in accordance with Article 9.1 hereof;
- 1.1.6 "Duckenfield" means Bill Duckenfield or his nominee;
- 1.1.7 "Gough" means Harry Gough or his nominee;
- 1.1.8 "Holder's Class "B" Convertible Shares" means the Class "B" Convertible Shares owned from time to time by an Authorized Holder;
- 1.1.9 "Holder's Loan" means a loan advanced by an Original Authorized Holder as provided for in Article 3 hereof;
- 1.1.10 "Jasman" means Morley Jasman or his nominee;
- 1.1.11 "Knoedler" means Fred Knoedler or his nominee;
- 1.1.12 "Kunkel" means Wally Kunkel or his nominee;
- 1.1.13 "Loan Reduction Acknowledgement" means such documents as may be reasonably required by the Corporation to confirm a reduction in the outstanding principal balance owed by the Corporation pursuant to an Associated Holder's Loan;
- 1.1.14 "Original Authorized Holder" means any one (1) of Vencap, Knoedler, Paicologou, Jasman, Whalley, Telford, Sim, Kunkel, Duckenfield or Gough;
- 1.1.15 "Paicologou" means George Paicologou or his nominee;
- 1.1.16 "Sim" means Don Sim or his nominee;
- 1.1.17 "Telford" means Bob Telford or his nominee;
- 1.1.18 "Vencap" means Vencap Equities Alberta Ltd.;
- 1.1.19 "Whalley" means Greg Whalley or his nominee.

2. RESTRICTION ON HOLDERS OF CLASS "B" CONVERTIBLE SHARES

2.1 The Class "B" Convertible Shares shall be issued only to Vencap provided that following transfer of a portion of the Class "B" Convertible Shares by Vencap, the Class "B" Convertible Shares shall be issued to those Original Authorized Holders listed below, in the number specified opposite the name of each Original Authorized Holder:

<u>Original Authorized Holder</u>	<u>Number of Class "B" Convertible Shares</u>
Duckenfield	29,240
Gough	43,850
Jasman	175,439
Knoedler	292,397
Kunkel	102,339
Paleologou	233,918
Sim	29,240
Telford	29,240
Vencap	3,508,772
Whalley	116,959

and thereafter they be issued to any Authorized Holder.

3. REQUIREMENTS FOR ISSUE OF CLASS "B" CONVERTIBLE SHARES

3.1 The Class "B" Convertible Shares shall not be issued to Vencap until:

- 3.1.1 Vencap has delivered to the Corporation a subscription agreement in the form required by the Corporation;
- 3.1.2 Vencap has paid to the Corporation a subscription price of \$0.01 per Class "B" Convertible Share subscribed for; and
- 3.1.3 Vencap has entered into a loan agreement with the Corporation and has advanced to the Corporation a Holder's Loan in the amount of \$7,800,000.00.

3.2 The Class "B" Convertible Shares, following a transfer by Vencap, shall not be issued to any Original Authorized Holder (other than Vencap) until the Original Authorized Holders (other than Vencap) have purchased \$1,800,000.00 of the Vencap Holder's Loan, and all of the Original Authorized Holders have entered into a loan agreement with the

Corporation whereby the Corporation acknowledges that it is indebted to the Original Authorized Holders for the following Holder's Loans:

<u>Original Authorized Holder</u>	<u>Holder's Loan Amount (In Canadian Dollars)</u>
Duckenfield	50,000.00
Gough	75,000.00
Jasman	300,000.00
Knoedler	500,000.00
Kunkel	175,000.00
Paleologou	400,000.00
Sim	50,000.00
Teiford	50,000.00
Vencap	6,000,000.00
Whalley	200,000.00

4. VOTING

4.1 Except as provided in the Canada Business Corporations Act, as amended from time to time, the holders of the Class "B" Convertible Shares shall not, as such, be entitled to vote at, nor to receive notice of or attend shareholders' meetings nor shall the holders be entitled to consent to or sign a resolution in writing to be signed by the shareholders of the Corporation.

5. DIVIDENDS

5.1 The holders of the Class "B" Convertible Shares shall not be entitled to receive dividends of the Corporation.

6. WINDING-UP

6.1 The holders of Class "B" Convertible Shares shall not be entitled to receive the property of the Corporation on liquidation, dissolution or winding up.

7. CONVERSION OF CLASS "B" CONVERTIBLE SHARES TO COMMON SHARES AT THE OPTION OF THE AUTHORIZED HOLDER

7.1 Subject to the provisions contained in these Articles, and, without limiting the generality of the foregoing, subject to Article 9 hereof, any Authorized Holder of any Class "B" Convertible Shares shall have the right at any time, and from time to time, at his option,

upon payment of the Conversion Price and upon complying with the conditions set out in Article 7.2 hereof, to convert any or all of the Class "B" Convertible Shares held by him into fully paid and non-assessable Common Shares on the basis of one (1) Common Share for each Class "B" Convertible Share so converted.

7.2 The conversion privilege herein provided for may be exercised by an Authorized Holder by delivery to the Corporation at its registered office of the following:

- 7.2.1 A notice in writing signed by the Authorized Holder specifying the number of Class "B" Convertible Shares which the Authorized Holder desires to have converted to Common Shares;
- 7.2.2 The certificate or certificates representing the Class "B" Convertible Shares in respect of which the Authorized Holder desires to exercise the right of conversion; and
- 7.2.3 Payment of the Conversion Price for each Class "B" Convertible Shares to be converted, such payment to be:
 - 7.2.3.1 By certified cheque, or such other method of payment as may be authorized by the Corporation, payable to the Corporation provided that the amount payable by certified cheque or otherwise by any Authorized Holder shall not exceed the amount of any principal repayment made by the Corporation upon such Authorized Holder's Associated Holder's Loan during the thirty (30) day period immediately preceding such payment; or
 - 7.2.3.2 By delivery of a Loan Reduction Acknowledgement (for an amount not exceeding the outstanding principal balance, on the date of such conversion, of such Authorized Holder's Associated Holder's Loan); or
 - 7.2.3.3 By a combination of the payment methods described in Articles 7.2.3.1 and 7.2.3.2.

If less than all of the Class "B" Convertible Shares represented by a certificate or certificates accompanying any such notice are to be converted, the Authorized Holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the number of Class "B" Convertible Shares comprised in the certificate or certificates surrendered as aforesaid which are not to be converted.

8. **CONVERSION AT THE OPTION OF THE CORPORATION**

8.1 In the event of the closing of an underwritten public offering of Common Shares of the Corporation on The Toronto Stock Exchange or The Alberta Stock Exchange at a per share public offering price (prior to underwriter commissions and expenses) equal to or exceeding \$3.00 per Common Share, and pursuant to which the Corporation receives gross proceeds (before deduction of underwriter commissions and expenses) equal to or exceeding \$10,000,000.00, then and in such event the Corporation may give a notice in writing to each of the Authorized Holders (other than Vencap) and shall give a notice in

writing to Veneap requiring such Authorized Holders to convert all of their Class "B" Convertible Shares to Common Shares and specifying the number of Class "B" Convertible Shares to be converted, in which event, all Authorized Holders receiving such notice shall, within ten (10) days following receipt of such notice, deliver to the Corporation at its registered office the following:

- 8.1.1 The certificate or certificates representing the Class "B" Convertible Shares which the Corporation has required, in the notice given to the Authorized Holder, to be converted to Common Shares;
- 8.1.2 Payment of the Conversion Price for each Class "B" Convertible Share to be converted, by delivery of a Loan Reduction Acknowledgement in an amount equal to the total amount of the Conversion Price required to be paid to the Corporation by such Authorized Holder, or by certified cheque or otherwise payable to the Corporation provided the amount payable by certified cheque or otherwise shall not exceed the amount of any principal repayment made by the Corporation upon the Authorized Holder's Associated Holder's Loan during the thirty (30) day period immediately preceding such payment, or by a combination of delivery of certified cheque and Loan Reduction Acknowledgement.

In the event that any Authorized Holder fails to deliver the Class "B" Convertible Share Certificate required to be delivered pursuant to Article 8.1.1 or the Loan Reduction Acknowledgement required to be delivered pursuant to Article 8.1.2 hereof, then the Corporation may proceed with the conversion of the required number of Class "B" Convertible Shares, set out in the notice, to Common Shares, and the Authorized Holder's Associated Holder's Loan shall be reduced by an amount equal to the total amount of the Conversion Price required to be paid to the Corporation by such Authorized Holder.

9. EXPIRY OF CONVERSION PRIVILEGE AND SURRENDER FOR CANCELLATION OF CLASS "B" CONVERTIBLE SHARES

- 9.1 The number of Class "B" Convertible Shares to which the conversion privilege shall apply shall be calculated by the Corporation with respect to each Authorized Holder, forthwith following the thirtieth (30th) day after the payment by the Corporation of each payment of principal on each Associated Holder's Loan. As and from the thirtieth (30th) day after the payment by the Corporation of each payment of principal on the applicable Associated Holder's Loan, the number of Class "B" Convertible Shares of an Authorized Holder to which the conversion privilege applies shall be that number of Class "B" Convertible Shares calculated by dividing the principal balance outstanding on such date on the Associated Holder's Loan by the Conversion Price.
- 9.2 The holders of the Class "B" Surrender Shares shall forthwith deliver such Class "B" Surrender Shares to the Corporation for cancellation without compensation and the holders of Class "B" Surrender Shares shall not be entitled to notice of or to attend meetings of Shareholders of the Corporation and shall not be entitled to any vote, whether for election of Directors or otherwise, in respect of each such share.
- 9.3 In the event that the holders of Class "B" Surrender Shares fail to surrender the Shares to the Corporation for cancellation, then the Corporation may give written notice to the Authorized Holder of any Class "B" Surrender Shares requiring the Authorized Holder to

surrender such Class "B" Surrender Shares for cancellation and, in the event of such notice, within three (3) days of the giving of such notice the holder of such Class "B" Surrender Shares shall deliver the certificates for such Class "B" Surrender Shares to the Corporation, at its registered office, for cancellation without compensation and the Corporation shall proceed to cancel such Class "B" Surrender Shares without compensation. In the event that the Authorized Holder of Class "B" Surrender Shares fails to deliver such certificates for the Class "B" Surrender Shares to the Corporation as aforesaid, then such certificates for the Class "B" Surrender Shares shall be deemed to have been delivered to the Corporation and the Corporation shall proceed to cancel such Class "B" Surrender Shares without compensation and to make such changes to the records of the Corporation as may be required to give effect to such surrender and cancellation.

10. PROHIBITION OF THE ISSUE OF CLASS "B" CONVERTIBLE SHARES
SURRENDERED FOR CANCELLATION

10.1 In the event that any Class "B" Convertible Shares are surrendered for cancellation or deemed to be surrendered for cancellation and are cancelled by the Corporation, then such Class "B" Convertible Shares shall not be re-issued by the Corporation.