

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Griffiths McBurney Canada Corp.		12/01/2005	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GMP Securities L.P.		
<b>Street Address:</b>	145 King Street West		
<b>Internal Address:</b>	Suite 1100		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1J8		
<b>Entity Type:</b>	PARTNERSHIP: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78338422	GMP	
<b>Serial Number:</b>	78338433	GMP	
<b>Serial Number:</b>	78338519	GRIFFITHS MCBURNEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)318-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-583-3697		
<b>Email:</b>	nytrademark@fulbright.com, hrosenberg@fulbright.com, mmutterperl@fulbright.com, nurizar@fulbright.com		
<b>Correspondent Name:</b>	Mark N. Mutterperl		
<b>Address Line 1:</b>	Fulbright & Jaworski L.L.P.		
<b>Address Line 2:</b>	666 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10103		
<b>ATTORNEY DOCKET NUMBER:</b>	10316087---GOOD 802/03/04		

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DOMESTIC REPRESENTATIVE

Name: Mark N. Mutterperl  
Address Line 1: 666 Fifth Avenue  
Address Line 2: Fulbright & Jaworski L.L.P.  
Address Line 4: New York, NEW YORK 10103

NAME OF SUBMITTER:	Mark N. Mutterperl
Signature:	/mark n. mutterperl/
Date:	01/10/2006

Total Attachments: 7  
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**WORLDWIDE TRADEMARK ASSIGNMENT**

WHEREAS, **GRIFFITHS MCBURNEY CANADA CORP.**, a corporation amalgamated under the laws of Canada, the full post office address of whose principal office or place of business is 145 King Street West, Suite 1100, Toronto, Ontario, Canada ("**Assignor**") is desirous of selling, assigning and transferring to **GMP SECURITIES L.P.**, a partnership organized and existing under the laws of Manitoba, the full post office address of whose principal office or place of business is 145 King Street West, Suite 1100, Toronto, Ontario, Canada ("**Assignee**"), all of its right, title and interest in and to the trademark applications and registrations listed in the attached Schedule "A" ("**Trademark Applications and Registrations**"), and made a part hereof, the trademarks described therein (the "**Marks**") and that portion of the business that pertains to the Marks;

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademark Applications and Registrations, the Marks and that portion of the business that pertains to the Marks;

NOW, THEREFORE, for \$1.00 (One Canadian dollar) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Assignor does hereby sell, assign, transfer, convey and set over to Assignee, its successors and assigns, all of its right, title and interest in and to the Trademark Applications and Registrations, the Marks and that portion of the business that pertains to the Marks, together with the goodwill of the business symbolized by the Marks, including, but not limited to, the right to petition, sue or otherwise seek and recover damages, profits or any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Marks, or any license, agreement, contract or other matter relating thereto.

2. Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers or other appropriate documentation, and take all additional actions, necessary to

effectuate, validate and record the assignment of the Trademark Applications and Registrations to Assignee with the appropriate agencies and offices of all jurisdictions in which the Marks are or may be registered or in which applications for registration of the Marks are pending, including, but not limited to Canada, the European Community, Switzerland, and the United States, or any other jurisdictions, within a reasonable time of execution hereof. Assignor also agrees to execute such additional documents as Assignee deems reasonably necessary to establish Assignee's rights in the Marks, including, but not limited to, such documents to establish the dates of first use for the Marks covered by the Trademark Applications and Registrations, anywhere and in commerce, by Assignee through Assignor.

Signed at Toronto, Ontario, this 1<sup>st</sup> day of December, 2005.

**GRIFFITHS MCBURNEY CANADA CORP.**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DECLARATION OF NOTARY**

I, Jill Margaret Nelson, Notary Public in and for Ontario, whose full post office address is 250 Yonge Street, Toronto, Ontario, Canada M5B 2M6 hereby declare that I was personally present and did see Kevin Sullivan who is Director and Chief Executive Officer of GRIFFITHS MCBURNEY CANADA CORP., who is personally known to me to be the person named in the above assignment duly sign and execute the same. IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal at Toronto, Canada, this 1<sup>st</sup> day of December, 2005.


\_\_\_\_\_  
JILL MARGARET NELSON

Notary Public for the Province of Ontario

The undersigned hereby accepts this Assignment.

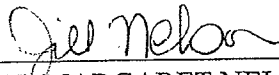
Signed at Toronto, Ontario, this 1<sup>st</sup> day of December, 2005.

**GMP SECURITIES L.P.**

Per:   
Name: Leo Ciccone  
Title: Chief Compliance Officer

**DECLARATION OF NOTARY**

I, Jill Margaret Nelson, Notary Public in and for Ontario, whose full post office address is 250 Yonge Street, Toronto, Ontario, Canada M5B 2M6 hereby declare that I was personally present and did see Leo Ciccone who is Director and Chief Executive Officer of GMP SECURITIES L.P., who is personally known to me to be the person named in the above assignment duly sign and execute the same. IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal at Toronto, Canada, this 1<sup>st</sup> day of December, 2005.

  
JILL MARGARET NELSON  
Notary Public for the Province of Ontario

Schedule "A"

**GMP Securities Ltd.**

Trademark Report by Country

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<b>CANADA</b>							
03-4177	GMP	12/11/2003	1,201,414			PENDING	S
03-3907	GMP & DESIGN	12/02/2003	1,198,210			PENDING	S
03-4176	GMP & DESIGN	12/11/2003	1,201,398			PENDING	S
05-0428	GMP GRIFFITHS MCBURNEY & ASSOCIÉS Design	09/05/2002	1,151,680	07/06/2004	TMA614,090	REGISTERED	S
05-3366	GMP PRIVATE CLIENT & DESIGN	10/17/2005	1,275,857			PENDING	W,S
03-4175	GRIFFITHS MCBURNEY	12/09/2003	1,201,302			PENDING	S
05-0427	GRIFFITHS MCBURNEY & PARTNERS Design	07/08/2002	1,146,109	07/07/2004	TMA614,199	REGISTERED	S
<b>EUROPEAN UNION (CTM)</b>							
03-3905	GMP & DESIGN	12/24/2003	003594827	06/21/2005	003594827	REGISTERED	36
<b>SWITZERLAND</b>							
05-0523	GMP & DESIGN	05/26/2005	01336/2005			PENDING	36
<b>UNITED STATES</b>							
03-4191	GMP	12/09/2003	78/338,422			PENDING	36
03-3906	GMP & DESIGN	12/09/2003	78/338,433			PENDING	36
03-4190	GRIFFITHS MCBURNEY	12/09/2003	78/338,519			PENDING	36
				END OF REPORT		TOTAL ITEMS SELECTED =	12

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