

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thriftys Inc. (2005)	FORMERLY 6295215 Canada Inc.	06/15/2005	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	7000 Pine Valley Drive
City:	Woodbridge
State/Country:	CANADA
Postal Code:	L4L 4Y8
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76561003	BLUENOTES

CORRESPONDENCE DATA

Fax Number: (416)865-7048
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 416 865 7152
 Email: sharon.groom@mcmbm.com
 Correspondent Name: Sharon Groom
 Address Line 1: 181 Bay St, Suite 4400
 Address Line 4: Toronto, CANADA M4N 2C2

ATTORNEY DOCKET NUMBER:	79271
-------------------------	-------

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:

OP \$40.00 76561003

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Sharon Groom

Signature:

/Sharon Groom/

Date:

03/30/2006

Total Attachments: 8
source=gsa#page1.tif
source=gsa#page2.tif
source=gsa#page3.tif
source=gsa#page4.tif
source=gsa#page5.tif
source=gsa#page6.tif
source=gsa#page7.tif
source=gsa#page8.tif

GENERAL SECURITY AGREEMENT

1. THRIFTYS INC. (2005) of 50 Dufflaw Road, Toronto, ON M6A 2W1
(NAME OF CUSTOMER) (ADDRESS OF CUSTOMER)

(the "Customer") for valuable consideration grants, assigns, transfers, sets over, mortgages and charges to

THE BANK OF NOVA SCOTIA, at its Branch located at 7000 Pine Valley Drive, Woodbridge, ON L4L 4Y8
(ADDRESS OF BRANCH)

(the "Bank") as and by way of a fixed and specific mortgage and charge, and grants to the Bank, a security interest in the present and after acquired undertaking and property (other than consumer goods) of the Customer including all the right, title, interest and benefit which the Customer now has or may hereafter have in all property of the kinds hereinafter described (the "Collateral"):

- (a) all goods comprising the inventory of the Customer including but not limited to goods held for sale or lease or that have been leased or consigned to or by the Customer or furnished or to be furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession or finished goods and timber cut or to be cut, oil, gas, hydrocarbons, and minerals extracted or to be extracted, all livestock and the young and unborn young thereof and all crops;
- (b) all goods which are not inventory or consumer goods, including but not limited to furniture, fixtures, equipment, machinery, plant, tools, vehicles and other tangible personal property, whether described in Schedule 'A' hereto or not;
- (c) all accounts, including deposit accounts in banks, credit unions, trust companies and similar institutions, debts, demands and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Customer, and all claims of any kind which the Customer now has or may hereafter have including but not limited to claims against the Crown and claims under insurance policies;
- (d) all chattel paper;
- (a) all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) all instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, money, letters of credit, advices of credit and cheques;
- (g) all intangibles including but not limited to contracts, agreements, options, permits, licences, consents, approvals, authorizations, orders, judgments, rulings, insurance policies, agricultural and other quotas, subsidies, franchises, immunities, privileges, and benefits and all goodwill, patents, trade marks, trade names, trade secrets, inventions, processes, copyrights and other industrial or intellectual property; including, without limitation, the trade marks noted in Exhibit "A" hereto;
- (h) with respect to the personal property described in subparagraphs (a) to (g) inclusive, all books, accounts, invoices, letters, papers, documents, disks, and other records in any form, electronic or otherwise, evidencing or relating thereto; and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (i) with respect to the personal property described in subparagraphs (a) to (h) inclusive, all parts, components, renewals, substitutions and replacements thereof and all attachments, accessories and increases, additions and accessions thereto; and
- (j) with respect to the personal property described in subparagraphs (a) to (i) inclusive, all proceeds therefrom (other than consumer goods), including personal property in any form or fixtures derived directly or indirectly from any dealing with such property or proceeds therefrom, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to such payment, and any payment made in total or partial discharge or redemption of an intangible, chattel paper, instrument or security; and

In this Agreement, the words "goods", "consumer goods", "account", "account debtor", "inventory", "crops", "equipment", "fixtures", "chattel paper", "document of title", "instrument", "money", "security", or "securities", "intangible", "receiver", "proceeds" and "accessions" shall have the same meanings as their defined meanings where such words are defined in the Personal Property Security Act of the province or territory in which the Branch of the Bank mentioned in paragraph 1 is located, such Act, including any amendments thereto, being referred to in this Agreement as "the PPSA". In this Agreement, "Collateral" shall refer to "Collateral or any item thereof".

2. The fixed and specific mortgages and charges and the security interest granted under this Agreement secure payment and performance of all obligations of the Customer to the Bank, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Customer to the Bank in any currency or remaining unpaid by the Customer to the Bank in any currency, whether arising from dealings between the Bank and the Customer or from other dealings or proceedings by which the Bank may be or become in any manner whatever a creditor of the Customer and wherever incurred, and whether incurred by the Customer alone or with another or others and whether as principal or surety, including all interest, commissions, legal and other costs, charges and expenses (the "Obligations").

3. The Customer hereby represents and warrants to the Bank that:

- (a) all of the Collateral is, or when the Customer acquires any right, title or interest therein, will be the sole property of the Customer free and clear of all security interests, mortgages, charges, hypothecs, liens or other encumbrances except as disclosed by the Customer to the Bank in writing;
- (b) the Collateral insofar as it consists of goods (other than inventory enroute from suppliers or enroute to customers or on lease or consignment) will be kept at the locations specified in Schedule "B" hereto or at such other locations as the Customer shall specify in writing to the Bank and subject to the provisions of paragraph 4 (j) none of the Collateral shall be moved therefrom without the written consent of the Bank;
- (c) the Customer's chief executive address is located at the address specified in paragraph 1;
- (d) none of the Collateral consists of consumer goods; and
- (e) this Agreement has been properly authorized and constitutes a legally valid and binding obligation of the Customer in accordance with its terms.

4. The Customer hereby agrees that:

- (a) the Customer shall diligently maintain, use and operate the Collateral and shall carry on and conduct its business in a proper and efficient manner so as to preserve and protect the Collateral and the earnings, incomes, rents, issues and profits thereof;
- (b) the Customer shall cause the Collateral to be insured and kept insured to the full insurable value thereof with reputable insurers against loss or damage by fire and such other risks as the Bank may reasonably require and shall maintain such insurance with loss if any payable to the Bank and shall lodge such policies with the Bank;
- (c) the Customer shall pay all rents, taxes, levies, assessments and government fees or dues lawfully levied, assessed or imposed in respect of the Collateral or any part thereof as and when the same shall become due and payable, and shall exhibit to the Bank, when required, the receipts and vouchers establishing such payment;
- (d) the Customer shall duly observe and conform to all valid requirements of any governmental authority relative to any of the Collateral and all covenants, terms and conditions upon or under which the Collateral is held;
- (e) the Customer shall keep proper books of account in accordance with sound accounting practice, shall furnish to the Bank such financial information and statements and such information and statements relating to the Collateral as the Bank may from time to time require, and the Customer shall permit the Bank or its authorized agents at any time at the expense of the Customer to examine all books of account and other financial records and reports relating to the Collateral and to make copies thereof and take extracts therefrom;
- (f) the Customer shall furnish to the Bank such information with respect to the Collateral and the insurance thereon as the Bank may from time to time require and shall give written notice to the Bank of all litigation before any court, administrative board or other tribunal affecting the Customer or the Collateral;
- (g) the Customer shall defend the title to the Collateral against all persons and shall keep the Collateral free and clear of all security interests, mortgages, charges, liens and other encumbrances except for those disclosed to the Bank in writing prior to the execution of this Agreement or hereafter approved in writing by the Bank prior to their creation or assumption;
- (h) the Customer shall, upon request by the Bank, execute and deliver all such financing statements, certificates, further assignments and documents and do all such further acts and things as may be considered by the Bank to be necessary or desirable to give effect to the intent of this Agreement and the Customer hereby irrevocably constitutes and appoints the Manager or Acting Manager for the time being of the Branch of the Bank mentioned in paragraph 1, the true and lawful attorney of the Customer, with full power of substitution, to do any of the foregoing in the name of the Customer whenever and wherever the Bank may consider it to be necessary or desirable;
- (i) the Customer shall promptly notify the Bank in writing of any event which occurs that would have a material adverse effect upon the Collateral or upon the financial condition of the Customer and immediately upon the Customer's acquisition of rights in any vehicle, mobile home, trailer, boat, aircraft or aircraft engine, shall promptly provide the Bank with full particulars of such collateral; and
- (j) the Customer will not change its name or the location of its chief executive office or place of business or sell, exchange, transfer, assign or lease or otherwise dispose of or change the use of the Collateral or any interest therein or modify, amend or terminate any chattel paper, document of title, instrument, security or intangible, without the prior written consent of the Bank, except that the Customer may, until an event of default set out in paragraph 9 occurs, sell or lease inventory in the ordinary course of the Customer's business.

5. Until an event of default occurs, the Customer may use the Collateral in any lawful manner not inconsistent with this Agreement, but the Bank shall have the right at any time and from time to time to verify the existence and state of the Collateral in any manner the Bank may consider appropriate and the Customer agrees to furnish all assistance and information and to perform all such acts as the Bank may reasonably request in connection therewith, and for such purpose shall permit the Bank or its agents access to all places where Collateral may be located and to all premises occupied by the Customer to examine and inspect the Collateral and related records and documents.

6. ~~Before~~ ^{After} an event of default occurs, the Bank may give notice to any or all account debtors of the Customer and to any or all persons liable to the Customer under an instrument to make all further payments to the Bank and any payments or other proceeds of Collateral received by the Customer from account debtors or from any persons liable to the Customer under an instrument, whether before or after such notice is given by the Bank, shall be held by the Customer in trust for the Bank and paid over to the Bank upon request. The Bank may take control of all proceeds of Collateral and may apply any money taken as Collateral to the satisfaction of the Obligations secured hereby. The Bank may hold as additional security any increase or profits, except money, received from any Collateral in the Bank's possession, and may apply any money received from such Collateral to reduce the Obligations secured hereby and may hold any balance as additional security for such part of the Obligations as may not yet be due, whether absolute or contingent. The Bank will not be obligated to keep any Collateral separate or identifiable. In the case of any instrument, security or chattel paper comprising part of the Collateral, the Bank will not be obligated to take any necessary or other steps to preserve rights against other persons.

7. The Bank may have any Collateral comprising instruments, shares, stock, warrants, bonds, debentures, debenture stock or other securities, registered in its name or in the name of its nominee and shall be entitled but not bound or required to vote in respect of such Collateral at any meeting at which the holder thereof is entitled to vote and, generally, to exercise any of the rights which the holder of such Collateral may at any time have; but the Bank shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof.

8. Upon the Customer's failure to perform any of its duties hereunder, the Bank may, but shall not be obliged to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Customer shall pay to the Bank, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Bank in so doing plus interest thereon from the date such costs, fees and expenses are incurred until paid at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time. The "Prime Lending Rate of the Bank" means the variable per annum, reference rate of interest as announced and adjusted by the Bank from time to time for loans made by the Bank in Canada in Canadian dollars.

9. The happening of any one or more of the following events shall constitute an event of default under this Agreement:

- (a) if the Customer does not pay when due any of the Obligations;

- (b) if the Customer does not perform any provisions of this Agreement or of any other agreement to which the Customer and the Bank are parties;
 - (c) if the Customer ceases or threatens to cease to carry on its business, commits an act of bankruptcy, becomes insolvent, makes an assignment or proposal under the Bankruptcy Act, takes advantage of provisions for relief under the Companies Creditors Arrangement Act or any other legislation for the benefit of insolvent debtors, transfers all or substantially all of its assets, or proposes a compromise or arrangement to its creditors;
 - (d) if the Customer enters into any reconstruction, reorganization, amalgamation, merger or other similar arrangement;
 - (e) if any proceeding is taken with respect to a compromise or arrangement, or to have the Customer declared bankrupt or wound up, or if any proceeding is taken, whether in court or under the terms of any agreement or appointment in writing, to have a receiver appointed of any Collateral or if any encumbrance becomes enforceable against any Collateral;
 - (f) if any execution, sequestration or extent or any other process of any court becomes enforceable against the Customer or if any distress or analogous process is levied upon any Collateral;
 - (g) if the Bank in good faith believes and has commercially reasonable grounds for believing that the prospect of payment or performance of any Obligation is or is about to be impaired or that any Collateral is or is about to be in danger of being lost, damaged, confiscated or placed in jeopardy.
10. If an event of default occurs, the Bank may withhold any future advances and may declare that the Obligations shall immediately become due and payable in full, and the Bank may proceed to enforce payment of the Obligations and the Customer and the Bank shall have, in addition to any other rights and remedies provided by law, the rights and remedies of a debtor and a secured party respectively under the PPSA and other applicable legislation and those provided by this Agreement. The Bank may take possession of the Collateral, enter upon any premises of the Customer, otherwise enforce this Agreement and enforce any rights of the Customer in respect of the Collateral by any manner permitted by law and may use the Collateral in the manner and to the extent that the Bank may consider appropriate and may hold, insure, repair, process, maintain, protect, preserve, prepare for disposition and dispose of the same and may require the Customer to assemble the Collateral and deliver or make the Collateral available to the Bank at a reasonably convenient place designated by the Bank.
11. Where required to do so by the PPSA, the Bank shall give to the Customer the written notice required by the PPSA of any intended disposition of the Collateral by serving such notice personally on the Customer or by mailing such notice by registered mail to the last known post office address of the Customer or by any other method authorized or permitted by the PPSA.
12. If an event of default occurs, the Bank may take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term shall include a receiver and manager) of the Collateral or may by appointment in writing appoint any person to be a receiver of the Collateral and may remove any receiver so appointed by the Bank and appoint another in his stead; and any such receiver appointed by instrument in writing shall, to the extent permitted by applicable law or to such lesser extent permitted, have all of the rights, benefits and powers of the Bank hereunder or under the PPSA or otherwise and without limitation have power (a) to take possession of the Collateral, (b) to carry on all or any part or parts of the business of the Customer, (c) to borrow money required for the seizure, retaking, repossession, holding, insurance, repairing, processing, maintaining, protecting, preserving, preparing for disposition, disposition of the Collateral and for any other enforcement of this Agreement or for the carrying on of the business of the Customer on the security of the Collateral in priority to the security interest created under this Agreement, and (d) to sell, lease or otherwise dispose of the whole or any part of the Collateral at public auction, by public tender or by private sale, lease or other disposition either for cash or upon credit, at such time and upon such terms and conditions as the receiver may determine provided that if any such disposition involves deferred payment the Bank will not be accountable for and the Customer will not be entitled to be credited with the proceeds of any such disposition until the monies therefor are actually received; and further provided that any such receiver shall be deemed the agent of the Customer and the Bank shall not be in any way responsible for any misconduct or negligence of any such receiver.
13. Any proceeds of any disposition of any Collateral may be applied by the Bank to the payment of expenses incurred or paid in connection with seizing, repossessing, retaking, holding, repairing, processing, insuring, preserving, preparing for disposition and disposing of the Collateral (including reasonable solicitor's fees and legal expenses and any other reasonable expenses), and any balance of such proceeds may be applied by the Bank towards the payment of the Obligations in such order of application as the Bank may from time to time effect. All such expenses and all amounts borrowed on the security of the Collateral under paragraph 12 shall bear interest at the rate of 3% per annum over the Prime Lending Rate of the Bank in effect from time to time, shall be payable by the Customer upon demand and shall be Obligations under this Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the expenses incurred by the Bank, the Customer shall be liable to pay any deficiency to the Bank on demand.
14. The Customer and the Bank further agree that:
- (a) the Bank may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Customer, debtors of the Customer, sureties and others and with the Collateral or other security as the Bank may see fit without prejudice to the liability of the Customer and the Bank's rights under this Agreement;
 - (b) this Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Obligations but shall constitute and be a continuing security to the Bank for a current or running account and shall be in addition to and not in substitution for any other security now or hereafter held by the Bank;
 - (c) nothing in this Agreement shall obligate the Bank to make any loan or accommodation to the Customer or extend the time for payment or satisfaction of the Obligations;
 - (d) any failure by the Bank to exercise any right set out in this Agreement shall not constitute a waiver thereof; nothing in this Agreement or in the Obligations secured by this Agreement shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the Obligations secured by this Agreement;
 - (e) all rights of the Bank under this Agreement shall be assignable and in any action brought by an assignee to enforce such rights, the Customer shall not assert against the assignee any claim or defence which the Customer now has or may hereafter have against the Bank;
 - (f) all rights of the Bank under this Agreement shall enure to the benefit of its successors and assigns and all obligations of the Customer under this Agreement shall bind the Customer, his heirs, executors, administrators, successors and assigns;

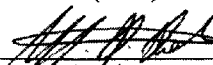
- (g) if more than one Customer executes this Agreement, their obligations under this Agreement shall be joint and several, and the Obligations shall include those of all or any one or more of them;
- (h) if the Customer is a corporation, the Limitation of Civil Rights Act of the province of Saskatchewan shall have no application to this Agreement, or to any agreement or instrument renewing or extending or collateral to this Agreement or to the rights, powers or remedies of the Bank under this Agreement;
- (i) this Agreement shall be governed in all respects by the laws of the jurisdiction in which the Branch of the Bank mentioned in paragraph 1 is located;
- (j) the time for attachment of the security interest created hereby has not been postponed and is intended to attach when this Agreement is signed by the Customer and attaches at that time to Collateral in which the Customer then has any right, title or interest and attaches to Collateral in which the Customer subsequently acquires any right, title or interest at the time when the Customer first acquires such right, title or interest.

The Customer acknowledges receiving a copy of this Agreement.

The Customer expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Bank in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited by law.

signed this 15th day of June, 2005

THRIFTYS INC. (2005)

Per:  C/S
 Name: Michael Goldfub
 Title: President

I have authority to bind the Corporation.

MG

Witness:

FULL NAME AND ADDRESS OF THE CUSTOMER (FOR INDIVIDUAL(S), INSERT FIRST GIVEN NAME, INITIAL OF SECOND GIVEN NAME, (FULL SECOND NAME IN ALBERTA AND BRITISH COLUMBIA) IF ANY, THEN SURNAME)	IF GIVEN BY INDIVIDUAL(S) RECORD DATE OF BIRTH			SEX	
	DAY	MONTH	YEAR	M	F
THRIFTYS INC. (2005)					
50 Dufflaw Road, Toronto, ON M6A 2W1					

SCHEDULE "A"

(Description of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "A".

SCHEDULE "B"

(Location of Collateral)

If space is insufficient attach additional page headed Page 2 of Schedule "B".

See Exhibit attached hereto.

DATE RECEIVED
.....
RECORDED
.....
APPROVED
.....
E.O. AUDITOR
.....

EXHIBIT "A"

(Trademarks)

Trade-Mark	Registration Number
BLUENOTES	TMA494733
BLUENOTES	TMA562559
THRIFTYS	TMA508946

EXHIBIT 1 SCHEDULE B

STORE__UNIT	NAME	MALL	ADDRESS_1	CITY	PROV	POSTAL
4002 108	BLUENOTES FAIRVIEW MALL			Willowdale	ON	M2J 5A7
4005 39	BLUENOTES YORKDALE SHOPPING CENTRE		3401 DUFFERIN STREET	Toronto	ON	M6A 2T9
4012 233A	BLUENOTES BRAMLEA CITY CENTRE		25 PEEL CENTRE DRIVE	Brampton	ON	L6T 3R5
4014 250	BLUENOTES SCARBOROUGH TOWN CENTRE		300 Borough Drive	Scarborough	ON	M1P4P6
4016 D014	BLUENOTES GEORGIAN MALL		509 Bayfield Street	Barrie	ON	L4M 4Z8
4018 284/285	BLUENOTES CAMBRIDGE CENTRE		355 Hespeler Road	Cambridge	ON	N1R 6B3
4019 2-806	BLUENOTES SQUARE ONE SHOPPING CENTRE		100 City Centre Drive	Mississauga	ON	L5B 1M7
4020 175	BLUENOTES POLO PARK SHOPPING CENTRE			Winnipeg	MB	R3C 0W4
4026 R038	BLUENOTES MARKET MALL			Calgary	AB	T3A 0E2
4030 123	BLUENOTES LONDONDERRY		137th Avenue & 66th Street	Edmonton	AB	T5C 3C8
4034 0207	BLUENOTES CHINOOK CENTRE		6455 MACLEOD TRAIL S.W.	Calgary	AB	T2H 0K9
4036 30	BLUENOTES NEW SUDBURY S.C.		1349 LASALLE BOULEVARD	Sudbury	ON	P3A 1Z2
4038 144	BLUENOTES SOUTH CENTRE MALL		100 Anderson Road SE, Unit #142	Calgary	AB	T2J 3V1
4040 81	BLUENOTES PEN CENTRE		HWY 406 & 221 Glendale Ave	St. Catharines	ON	L2T 2K9
4042 E10	BLUENOTES DEVONSHIRE MALL		3100 HOWARD AVENUE	Windsor	ON	N8X 3Y8
4043 N-6	BLUENOTES CHAMPLAIN PLACE		477 PAUL STREET	Dieppe	NB	E1A 4X5
4048 4	BLUENOTES SOUTHLAND MALL		2965 SOUTHLAND MALL	Regina	SK	S4S 6H7
4055 223	BLUENOTES MIC MAC MALL		21 MIC MAC BLVD.	Dartmouth	NS	B3A 4N3
4058	BLUENOTES FAIRVIEW PARK MALL		2960 KINGSWAY DRIVE	Kitchener	ON	N2C 1X1
4062 375	BLUENOTES MAYFAIR SHOPPING CENTRE		3169 DOUGLAS STREET	Victoria	BC	V8Z 6E3
4068 227	BLUENOTES KINGSWAY GARDEN MALL		109th & PRINCESS ELIZABETH AV	Edmonton	AB	T5G 3A6
4071 21B	BLUENOTES OSHAWA CENTRE		419 KING STREET WEST	Oshawa	ON	L1J 2K5
4074 E-009	BLUENOTES REGENT MALL		1381 REGENET STREET	Fredericton	NB	E3C 1A2
4076 12/13	BLUENOTES BRANDON SHOPPERS MALL		18TH STREET & RICHMOND AVE	Brandon	MB	R7A 5C5
4077 55/56	BLUENOTES MARLBOROUGH TOWN SQUARE		3835 MEMORIAL DRIVE NE	Calgary	AB	T2A 2K2
4078	BLUENOTES TD SQUARE		282 T.D. SQUARE SW	Calgary	AB	T2P 2Y9
4080 32	BLUENOTES TIMMINS SQUARE		1500 RIVERSIDE DRIVE	Timmins	ON	P4R 1A1
4083 N-126/127	BLUENOTES TOROTNO EATON CENTRE		220 Yonge Street	Toronto	ON	M5B 2H1
4086 208/209	BLUENOTES LOUGHEED MALL		9855 Austin Avenue	Burnaby	BC	V3J 1N4
4088 6/7	BLUENOTES TOWN 'N' COUNTRY MALL		235 Main Street North	Moose Jaw	SK	S6H 6M4
4092 A10	BLUENOTES NIAGARA SQUARE		7555 Montrose Road	Niagara Falls	ON	L2H 2P9
4096 2390	BLUENOTES GUILDFORD TOWN CENTRE		15160-104 Avenue	Surrey	BC	V3R 1N3
4097 51/52	BLUENOTES AVALON MALL		48 Kenmount Road	St. John's	NL	A1B 1W3
4098	BLUENOTES HEAD OFFICE		150 Ferrand Drive	Toronto	ON	M3C 3E5
4103 M-7	BLUENOTES STONE ROAD MALL		435 Stone Road	Guelph	ON	N1G 2X6
4104 0340	BLUENOTES BEDFORD PLACE MALL		1658 Bedford Highway	Bedford	NS	B0N 1B0
4105 F10	BLUENOTES UPPER CANADA MALL		17600 Yonge Street	Newmarket	ON	L3Y 4Z1
4106 137	BLUENOTES WHITE OAKS MALL		1105 Wellington Road	London	ON	N6E 1V4
4108 A6	BLUENOTES CONESTOGA MALL		550 King Street North	Waterloo	ON	N2L 5W6
4109 44	BLUENOTES THE VILLAGE MALL		430 Topsail Road	St. John's	NL	A1E 4N1
4111 F-015	Bluenotes McALLISTER PLACE		517 Westmorland Road	St. John	NB	E2J 3W9
4112 1160	BLUENOTES PETER POND S. C.		9801 Hardin St	Fort McMurray	AB	T9H 3J4
4115 125/126	BLUENOTES ST. VITAL CENTRE		1225 St. Mary's Road	Winnipeg	MB	R3M 5E5
4119 170/171	BLUENOTES NORTHGATE SQUARE		1500 Fisher Street	North Bay	ON	P1B 2H3
4121 34	BLUENOTES MAYFLOWER MALL		800 Grand Lake Road	Sydney	NS	B1P 6S9

TRADEMARK

REEL: 003279 FRAME: 0020

STORE__UNIT	NAME	MALL	ADDRESS_1	CITY	PROV	POSTAL
4122 T39	BLUENOTES	KILDONAN PLACE	1555 Regent Avenue W	Winnipeg	MB	R2C 3B3
4123 235	BLUENOTES	RUTHERFORD VILLAGE MALL	4750 Rutherford Road	Nanaimo	BC	V9T 4K6
4124 18	BLUENOTES	LAWSON HEIGHTS SHOPPING CENTRE	134 Primrose Drive	Saskatoon	SK	S7K 5S6
4126 24	BLUENOTES	NORTHGATE MALL	489 Albert St. N	Regina	SK	S4R 3C4
4130 124	BLUENOTES	LIMERIDGE MALL	999 Upper Wentworth Street	Hamilton	ON	L9A 4X5
4131 212	BLUENOTES	ABERDEEN MALL	1320 W. Trans Canada HWY	Kamloops	BC	V1S 1J2
4133 236	BLUENOTES	SUNRIDGE MALL	2525-36th Street NE	Toronto	ON	M5J 2R2
4134 TT30A	BLUENOTES	Cornwall Centre	2102-11 Avenue Regina	Regina	SK	S4P 0J5
4135 B-108	BLUENOTES	West Edmonton Mall #2	8882-170 Street	Edmonton	AB	T5T 3J7
4137 0028	BLUENOTES	MARKVILLE SHOPPING CENTRE	5000 HIGHWAY 7	Markham	ON	L3R 4M9
4138 272	BLUENOTES	RIDEAU CENTRE	50 Rideau Street	Ottawa	ON	K1N 9J7
4139 E10	BLUENOTES	BAYSHORE SHOPPING CENTRE	100 Bayshore Drive	Ottawa	ON	K2B 8C1
4140	BLUENOTES	INTERCITY SHOPPING CENTRE	100 Fort William Road	Thunder Bay	ON	P7B 6B9
4141 A2	BLUENOTES	Station Mall	293 Bay Street	Sault Ste. Marie	ON	P6A 1X3
4143 72	BLUENOTES	PICKERING TOWN CENTRE	1355 Kingston Road	Pickering	ON	L1V 1B8
4144 B-15C	BLUENOTES	WOODBINE CENTRE	500 Rexdale Boulevard	Rexdale	ON	M9W 6K5
4145 L075	BLUENOTES	MASONVILLE PLACE	1680 Richmond Street North	London	ON	N6G 3Y9
4146 S209/211	BLUENOTES	WEST EDMONTON MALL #1	8882-170 Street	Edmonton	AB	T5T 4M2
4147	BLUENOTES	Dufferin Mall	900 Dufferin Street	Toronto	ON	M6H 4B1
4149 80	BLUENOTES	HILLSIDE SHOPPING CENTRE	1644 Hillside Avenue	Victoria	BC	V8T 2C5
4151 D16	BLUENOTES	LYNDEN PARK MALL	84 Lyden Road	Brantford	ON	N3R 6B8
4155 63A	BLUENOTES	PINE CENTRE MALL	3055 Massey Drive	Prince George	BC	V2N 2S9
4158 T002	BLUENOTES	MIDTOWN PLAZA	1st Avenue 21st Street	Saskatoon	SK	S7K 1J9
4162 53	BLUENOTES	PENHORNE MALL	535 Portland St	Dartmouth	NS	B2Y 4B1
4164 A-1	BLUENOTES	HIGHLAND SQUARE	689 Westville Road	New Glasgow	NS	B2H 2S6
4166 4166	BLUENOTES	HERITAGE PLACE	1350-16th Street East	Owen Sound	ON	N4K 6N7
4169 L4	BLUENOTES	Quinte Mall		Belleville	ON	K8P 3E1
4171 4171	BLUENOTES	Yarmouth Mall	76 Starr's Road	Yarmouth	NS	B5A 2T5
4173	BLUENOTES	PARK PLACE SHOPPING CENTRE	501 First Avenue	Lethbridge	AB	T1J 4L9
4180 2290	BLUENOTES	METROPOLIS AT METROTOWN	4700 Kingsway	Burnaby	BC	V5H 4M1
4181 A7	Bluenotes	TRURO MALL	245 ROBIE STREET	Truro	NS	B2N 5N6
4182 157	BLUENOTES	BRIDGEWATER MALL	421 LeHave Street	Bridgewater	NS	B4V 3A2
4184 B123A	BLUENOTES	ERIN MILLS TOWN CENTRE	5100 Erin Mills Parkway	Mississauga	ON	L5M 4Z5
4185 R 6/7	BLUENOTES	SEAWAY MALL	800 Niagara Street North	Welland	ON	L3C 5Z4
4188 G-1	BLUENOTES	Festival Market				
4190 1736	BLUENOTES	Richmond Centre		Richmond	BC	V6Y 2B6
4191 304	BLUENOTES	THE BAY CENTRE	1150 Douglas Street	Victoria	BC	V8W3M9
4193 127/130	BLUENOTES	HALIFAX SHOPPING CENTRE	7001 Mumford Road	Halifax	NS	B3L 2H8
4194 260	BLUENOTES	Orchard Park Shopping Centre	2271 Harvey Road	Kelowna	BC	V1Y 6H2
4195 183	BLUENOTES	RED DEER CENTRE	4747-67th Street	Red Deer	AB	T4N 6H3
4196 36	BLUENOTES	Orillia Square Mall	Hwy #11 @ West Street N	Orillia	ON	L3V 6H4
4197	BLUENOTES	ST. LAURENT SHOPPING CENTRE	1200 St. Laurent Blvd.	Ottawa	ON	K1K 3B8
4203 27	BLUENOTES	SOUTHGATE CENTRE	11100 St & 51st Avenue	Edmonton	AB	T6H 4M6
4204 360	BLUENOTES	CENTRE AT CIRCLE & EIGHTH	3310-8th Street East	Saskatoon	SK	S7H 5M3
4205 136	BLUENOTES	Bower Place		Red Deer	AB	T4R 1N9

TRADEMARK

REEL: 003279 FRAME: 0021

STORE UNIT	NAME MALL	ADDRESS_1	CITY	PROV	POSTAL
4206 B6	BLUENOTES BURLINGTON MALL	777 Guelph Line	Burlington	ON	L7R 3N2
4207 143	BLUENOTES PARKWOOD PLACE	1600-15th Avenue	Prince George	BC	V2L 3X3
4208 N17A	BLUENOTES NORTHUMBERLAND MALL	1111 Elgin St W	Cobourg	ON	K9A 5H7
4209 44	BLUENOTES WOODGROVE SHOPPING CENTRE		Nanaimo	BC	V9T 4T7
4210 307	BLUENOTES WILLOWBROOK SHOPPING CENTRE		Langley	BC	V3A 7E9
4211 740	BLUENOTES VILLAGE GREEN	4900-27th Street	Vernon	BC	V1T 7G7
4212 218	BLUENOTES OAKVILLE PLACE	240 Leighland Avenue	Oakville	ON	L6H 3H6
4213 C009	BLUENOTES EASTGATE SQUARE	75 Centennial Parkway N	Stoney Creek	ON	L8E 2P2
4214 L57	BLUENOTES CATARAQUI TOWN CENTRE	945 Gardiner Road	Kingston	ON	K7M 7H4
4215 237	BLUENOTES LANSDOWNE PLACE	645 LANSDOWNE ST. W.	Peterborough	ON	K9J 7Y5
4216 412	BLUENOTES SEVENOAKS SHOPPING CENTRE	32900 South Fraser Way	Abbotsford	BC	V2S 5A1
4218 55A	BLUENOTES LAMBTON MALL	1380 LONDON ROAD	Sarnia	ON	N7S 1P8
4219	BLUENOTES Place D'Orleans	110 Place d'Orleans	Ottawa	ON	K1C 2L9
4220 26A	BLUENOTES CORNER BROOK PLAZA	54 Maple Valley Road	Corner Brook	NL	A2H 6L8
4221 424	BLUENOTES VAUGHAN MILLS	1 BassPro Mills Drive	Vaughn	ON	L4K 5W4
4222 27	BLUENOTES CHARLOTTETOWN MALL		Charlottetown	PE	C1E 1H6
4401	BLUENOTES 349 QUEEN STREET WEST	349 Queen Street West	Toronto	ON	M5V 2A4
4402 B33	BLUENOTES MAPLEVIEW SHOPPING CENTRE	900 Maple Avenue	Burlington	ON	L7S 2J8