

ATTACHMENT 1.A.

1.A. (continued)

Name of Conveying Party:

A. Farber & Partners Inc., as receiver and manager of the assets of Poli-Twine Canada Ltd, on behalf of Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors and C.M. Life Insurance Company.

ASSIGNMENT OF TRADE MARKS

This Assignment of Trade Marks Agreement made as of the 4th day of February, 2004 between **A. Farber & Partners Inc.** in its capacity as receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. (the "Seller") with an office located at 1200 Sheppard Avenue East, Suite 300, North York, Ontario, Canada M2K 2R8 to **Poli-Twine Inc.**, with an office located at c/o Bridgeline Ropes Inc., 70 Dundas Street, Deseronto, Ontario (the "Buyer").

WITNESSETH:

WHEREAS Poli-Twine Canada Ltd. filed an assignment in bankruptcy on November 5, 2003;

AND WHEREAS the Seller was appointed receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. ("PTC") on the 16th day of January, 2004 pursuant to, *inter alia*, a Security and Pledge Agreement dated March 1, 2000 as amended (the "Security Document"), in favour of Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors, and C.M. Life Insurance Company (collectively "the Secured Parties"), financing statements relating to which were registered, *inter alia*, (1) under the *Personal Property Security Act* (Ontario) on March 2, 2000 as No. 20000302 1644 9065 6353 as amended; (2) under the *Personal Property Security Act* (Alberta) on April 5, 2000 as No. 00040504243; and (3) under the *Personal Property Security Act* (Newfoundland and Labrador) on March 2, 2000 as No. 134601;

AND WHEREAS pursuant to the Security Document, the Seller may exercise its power of sale of the undertaking, property and assets of Poli-Twine Canada Ltd. by, *inter alia*, private sale;

AND WHEREAS A Farber & Partners Inc. in its capacity as receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. has advertised the assets for sale;

AND WHEREAS Bridgeline Ropes Inc. ("Bridgeline") has agreed to purchase the assets set out below on an "as-is" "where-is" basis and pursuant to the conditions of sale hereinafter set forth;

AND WHEREAS pursuant to the Order of the Honourable Mr. Justice Lane of the Ontario Superior Court of Justice dated January 20, 2004, the notice required by section 63(4) of the *Personal Property Security Act* (Ontario) was dispensed with;

AND WHEREAS Bridgeline Ropes Inc. ("Bridgeline") has agreed to purchase the assets set out in Schedule "A" hereto annexed, (collectively the "Trade Marks") on an "as-is" "where-is" basis and pursuant to the conditions of sale hereinafter set forth;

AND WHEREAS Bridgeline has issued a direction to the Seller requiring the Seller to transfer the Trade Marks to the Buyer;