

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Point Lake Marketing, Inc.		06/25/2007	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	BHP Billiton Diamonds N.V.
Street Address:	Hoveniersstraat 30, Bus 263-268
City:	Antwerpen
State/Country:	BELGIUM
Postal Code:	2018
Entity Type:	N.V.: BELGIUM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	78321103	CANADIAN PRINCESS BY POINT LAKE
Serial Number:	78333154	CANADIAN PRINCESS DIAMOND
Serial Number:	76464985	CANADAMARK
Serial Number:	76517467	CANADA MARK
Serial Number:	77213664	CANADAMARK
Serial Number:	78391824	CANADAMARK BY POINT LAKE
Serial Number:	78331599	THE DEFINING SYMBOL OF CANADIAN DIAMONDS
Serial Number:	78331587	POINT LAKE
Serial Number:	78331632	
Serial Number:	78331593	LOOK FOR THE MARK
Serial Number:	78526939	DIAMOND BIRTH CERTIFICATE

CORRESPONDENCE DATA

Fax Number: (415)836-2501

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 78321103

Phone: 4158362500
Email: tmdocket@dlapiper.com, barbara.ellen@dlapiper.com
Correspondent Name: Eugene M. Pak, Esq. c/o DLA Piper LLP
Address Line 1: 153 Townsend Street, Suite 800
Address Line 4: San Francisco, CALIFORNIA 94107

ATTORNEY DOCKET NUMBER: 229571 POINT LAKE

DOMESTIC REPRESENTATIVE

Name: Eugene M. Pak, Esq. c/o DLA Piper LLP
Address Line 1: 153 Townsend Street, Suite 800
Address Line 4: San Francisco, CALIFORNIA 94107

NAME OF SUBMITTER: Eugene M. Pak

Signature: /Eugene Pak/

Date: 12/01/2008

Total Attachments: 14


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CERTIFIED A TRUE COPY

THIS 5th DAY OF

MAY 2008

GOWLING LAFLEUR HENDERSON LLP

Per  Solicitor

ROBERT FASHLER
BARRISTER & SOLICITOR

SUITE 2300, 1055 DUNSMUIR ST.
P.O. BOX 49122, VANCOUVER, B.C. V7X 1
TELEPHONE (604) 443-7616

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MASTER ASSIGNMENT OF INTELLECTUAL PROPERTY

TO: BHP Billiton Diamonds (Belgium) N.V., of Hoveniersstraat 30, Bus 263-268, 2018 Antwerpen, Belgium ("Assignee")

FROM: Point Lake Marketing Inc., of Suite 800, Four Bentall Centre, 1055 Dunsmuir Street, PO Box 49223, Vancouver, British Columbia, V7X 1L2 ("Assignor")

In consideration of \$10.00, now paid by Assignee to Assignor, and other valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges:

3. Definitions – In this Instrument:

1.1 "Affiliate Agreement" means an agreement entered into by one or more related companies of the Assignor under which the Assignor is granted a beneficial interest in and to any and all Intellectual Property created, applied for, registered and/or managed by a party to the Affiliate Agreement in trust for and on behalf of the Assignor, including without limiting the generality of the foregoing, the Umbrella Services Agreement made between BHP Group Operations Pty Ltd (ABN 73 004 165 075) and BHP Innovation Pty Ltd (ABN 41 008 457 154) dated 1 February 2001 covering Assignor as a member of the BHP Group therein defined.

1.2 "AURIAS Program" means the program, methods, technologies, and tools developed and operated by or on behalf of Assignor to identify, certify and market Canadian Diamonds that meet the specifications needed to qualify for inclusion in the program.

1.3 "CANADAMARK Program" means the program, methods, technologies, and tools developed and operated by or on behalf of Assignor to track, manage, and market Canadian Diamonds as CANADAMARK diamonds.

1.4 "Intellectual Property" means all proprietary rights and interests throughout the world in, to, or associated with each of the CANADAMARK Program and AURIAS Program and related projects (collectively, the "Programs") that are owned or exclusively controlled by or licensed to Assignor, including, without limitation:

- (a) all trade-marks associated with the Programs ("Trade-Marks"), all issued registrations for the Trade-Marks, and all pending applications to register the Trade-Marks, including, without limitation, the registrations and applications identified in Schedule "A";
- (b) all trade dress and get-up of goods used by Assignor in connection with the Programs including, without limitation, the appearance of the CANADAMARK Certificate of Origin and the AURIAS Certificate of Origin;

- (c) all business names used by Assignor in connection with the Programs ("Business Names"), including, without limitation, "Point Lake Marketing Inc.", "Point Lake Marketing", and "Point Lake";
- (d) all domain names held or used by Assignor, or by others on behalf of Assignor that consist of or include any of the Trade-Marks including, without limitation, those identified in Schedule "B";
- (e) all copyrights, if any, in the Trade-Marks and in any computer programs, data, graphic designs, and written materials, authored or compiled by or for Assignor and used by Assignor in connection with the Programs;
- (f) all inventions (whether or not patentable), if any, invented by or for Assignor and used by Assignor in connection with the Programs ("Inventions");
- (g) all confidential information and trade secrets created, compiled or acquired by or for Assignor and used by Assignor in connection with the Programs ("Confidential Information"), including without limitation, Inventions, know-how, data, technology, techniques, business methods, and information about customer and licensees;
- (h) all goodwill appurtenant to the foregoing items or to the business in which those items are used;
- (i) the right to enforce any of the foregoing items against third parties, including the right to bring legal proceedings against others who infringe, misuse or otherwise violate any of the foregoing.

2. **Assignment** – Assignor hereby sells, assigns, and transfers to Assignee effective 29 June 2007 all Assignor's right, title and interest throughout the world, in, to, and associated with the Intellectual Property, for Assignee's own benefit.

3. **Acceptance** – Assignee hereby accepts the sale, transfer and assignment granted under Section 2 above.

4. **Intellectual Property Owned by Related Companies** – Assignee hereby acknowledges and accepts that certain specific units of Intellectual Property may be registered in the name(s) of one or more companies with which Assignor is affiliated ("Affiliate-Owned Intellectual Property") and that, in certain cases, the Affiliate-Owned Intellectual Property is held by the affiliated company in trust for Assignor, and/or is used by Assignor under license from the affiliated company, and/or is subject to an Affiliate Agreement. Accordingly, Assignor's grants and covenants set out in this Instrument will apply to Affiliate-Owned Intellectual Property only to the following extent:

- (a) the grant set out in Section 2 above will only transfer whatever interest Assignor may have in Affiliate-Owned Intellectual Property, if any, to the extent permitted by law and any applicable Affiliate Agreement;

- (b) if requested, Assignor will provide reasonable assistance to Assignee to arrange for transfer to Assignee of full ownership of Affiliate-Owned Intellectual Property; and
- (c) if the legal owner of any Affiliate-Owned Intellectual Property refuses to, or is incapable of, transferring any Affiliate-Owned Intellectual Property to Assignee, then, Assignor will provide reasonable assistance to Assignee to arrange for transfer to Assignee of Assignor's interest under any applicable Affiliate Agreement.

Assignor will not have any additional obligation or liability in respect of Affiliate-Owned Intellectual Property.

5. Additional Instruments – This Instrument is fully effective to transfer all of the Intellectual Property to Assignee. However, Assignor and Assignee will each sign and file any additional documents that may be reasonably requested by the other to register or record the transfer of particular items of Intellectual Property, including assignments and powers of attorney for specific marks and jurisdictions.

6. Confidentiality – When of this Instrument becomes effective, Assignor will hold the Confidential Information in confidence and will not disclose it to any third party without the express written authorization of Assignee.

7. Right of Retraction – Regardless of anything else in this Instrument, Assignor will have the right to require Assignee to:

- (a) transfer back to Assignor any Trade-Marks and Business Names that consist of or include the words POINT LAKE (“POINT LAKE Marks and Names”), together with all appurtenant goodwill;
- (b) grant to Assignor a license to use POINT LAKE Marks and Names with whatever scope of license is requested by Assignor (but subject to any rights of third parties previously granted by Assignee);
- (c) cease all use of POINT LAKE Marks and Names and abandon and cancel all applications and registrations for POINT LAKE Marks and Names;

by giving Assignee written notice of Assignor’s election to require such steps. Assignee will promptly comply with any such requests.

8. Power of Attorney – Assignor hereby irrevocably nominates, appoints, and constitutes the Managing Director of Assignee, Gordon Carlyle, as its true and lawful attorney, with power, coupled with an interest, to do all things and execute and deliver all documents on its behalf as may be required to effect, register, record, or otherwise perfect the sale, transfer, and assignment set out herein, and to execute any instruments required for that purpose, with power of substitution and delegation.

9. Termination of Prior License Agreement – The Parties hereby agree to terminate the trade-mark license agreement between them dated 20 December, 2005, and to take



all steps required to register and record the fact that all Domain Names in the .eu TLD using such trade-marks as a component thereof are now owned and used by Assignee entirely for its own benefit and not under license or as a mere trustee.

10. **Successors and Assigns** – Assignee may assign or license any or all of its rights under this Instrument, provided that any party who receives an assignment of this Instrument expressly agrees to assume all Assignee’s obligations under this Instrument. All parties to whom Assignee assigns or licenses any of those rights will receive the full benefit of all Assignor’s covenants and grants set out in this Instrument. This Instrument will bind Assignor, Assignee, and their respective heirs, successors, permitted assigns, and legal representatives.

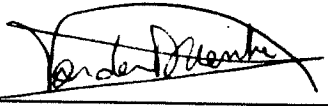
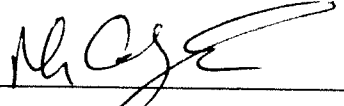
11. **Law/Courts** – This Instrument shall be governed by and construed in accordance with the laws of the Province of British Columbia. Assignor and Assignee hereby attorn to the jurisdiction of the Courts of the Province of British Columbia.

12. **Asset Purchase Agreement** – This Instrument is executed pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated the 29th day of June, 2007.

Executed by Assignor in the City of Vancouver, in the Province of British Columbia, Canada, this 25th day of June, 2007.

Witness:)	POINT LAKE MARKETING INC.
)	
_____)	By: 
[signature])	_____
<u>C. POTHECARY</u>)	Its: Director
_____)	
[print name])	

Executed by Assignee in the City of Antwerp, Belgium, this 29 day of June, 2007.

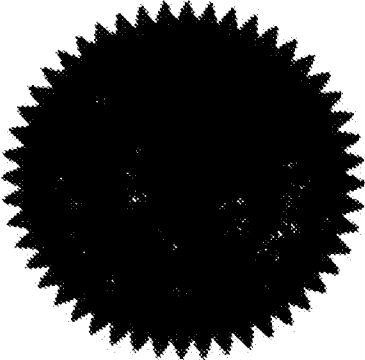
Witness:)	BHP BILLITON DIAMONDS (BELGIUM)
)	N.V.
_____)	By: 
[signature])	_____
<u>KATJA VAN DEN DRIESSCHE</u>)	Its: <u>MANAGING DIRECTOR</u>
_____)	
[print name])	

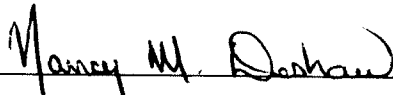
CERTIFICATE OF EXECUTION BY ASSIGNOR

I CERTIFY that on the 25th day of June, 2007, at the City of Vancouver in the Province of British Columbia, CANADA, **Jon C. Phillips**, who is personally known to me, appeared before me and acknowledged to me that he is the authorized signatory of Assignor ("**Assignor**") and that he is the person who subscribed his name to the attached Assignment on behalf of Assignor, that he was authorized to execute said Assignment on behalf of Assignor, and that Assignor was a corporation in existence at the date that the Assignment was so executed.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, British Columbia, CANADA, this 25th day of June, 2007.

Notarial Seal:





A Notary Public in and for the Province of British
Columbia, CANADA.

SCHEDULE "A"**INTELLECTUAL PROPERTY****TRADE-MARKS****CANADAMARK & RELATED MARKS****Canadian Applications:**

1. DIAMOND BIRTH CERTIFICATE (No. 1,237,439 – in process of being abandoned)
2. LOOK FOR THE MARK (No. 1,183,289)
3. CANADAMARK CERTIFICATE OF ORIGIN (No. 1,185,786)
4. CANADAMARK BY POINT LAKE (No. 1,188,976)
5. Stylized C & Diamond Design (No. 1,188,975)
6. CANADIAN PRINCESS BY POINT LAKE (No. 1,194,780)
7. CANADIAN PRINCESS DIAMOND (No. 1,198,068)
8. CANADAMARK REPORT OF ORIGIN (abandoned effective July 23, 2007)
9. CANADAMARK APPRAISAL OF ORIGIN (abandoned effective July 23, 2007)

Canadian Registrations:

1. TRUE NORTH, TRUE LOVE (No. TMA644,475)
2. CANADAMARK (No. TMA654,545)
3. POINT LAKE (No. TMA685,521)
4. THE DEFINING SYMBOL OF CANADIAN DIAMONDS (No. TMA689,625)
5. CANADAMARK & Stylized C Design (No. TMA689,626)

U.S. Applications:

1. CANADIAN PRINCESS BY POINT LAKE (No. 78/321,103)
2. CANADIAN PRINCESS DIAMOND (No. 78/333,154)

3. CANADAMARK (No. 76/464,985)
4. CANADAMARK & Stylized C Design (No. 76/517467)
5. Stylized C Design & CANADAMARK (No. 77/213,664)
6. CANADAMARK BY POINT LAKE (No. 78/391,824)
7. THE DEFINING SYMBOL OF CANADIAN DIAMONDS (No. 78/331,599)
8. POINT LAKE (No. 78/331,587)
9. Stylized C & Diamond Design (No. 78/331,632)
10. LOOK FOR THE MARK (No. 78/331,593)
11. DIAMOND BIRTH CERTIFICATE (No. 78/526,939 – in process of being abandoned)

Danish Registrations:

1. CANADAMARK (No. VR 2006 00005)

Benelux Registrations:

1. CANADAMARK (No. 0200601)

European Registrations:

1. CANADAMARK BY POINT LAKE (No. 003725793)
2. CANADAMARK & Stylized C Design (No. 003199965)
3. THE DEFINING SYMBOL OF CANADIAN DIAMONDS (No. 003502838)
4. POINT LAKE (No. 003502804)
5. LOOK FOR THE MARK (No. 003502796)
6. Stylized C & Diamond Design (No. 003502853)
7. CANADA MARK (No. 200601)

Japanese Registrations:

1. DIAMOND BIRTH CERTIFICATE (No. 4913476)
2. CANADAMARK THE DEFINING SYMBOL OF CANADIAN DIAMONDS & Design (No. 4919194)

3. CANADAMARK BY POINT LAKE (No. 4843061)
4. POINT LAKE (No. 4808529)
5. Stylized C & Diamond Design (No. 4808531)
6. LOOK FOR THE MARK (No. 4808530)
7. CANADAMARK & Stylized C Design (No. 4774655)

Indian Applications:

1. Stylized C & Diamond Design (No. 1263248)
2. CANADAMARK (No. 1148575)
3. CANADAMARK & Stylized C Design (No. 1201901)

Indian Registrations:

1. THE DEFINING SYMBOL OF CANADIAN DIAMONDS (No. 1251586)

Hong Kong Registrations:

1. CANADAMARK BY POINT LAKE (No. 300188712)
2. POINT LAKE (No. 300116847)
3. Stylized C & Diamond Design (No. 300116801)
4. CANADAMARK & Stylized C Design (No. 300024768)

Australian Registrations:

1. POINT LAKE (No. 979464)
2. CANADAMARK & Stylized C Design (No. 935815)
3. CANADAMARK (No. 912672)
4. CANADAMARK THE DEFINING SYMBOL OF CANADIAN DIAMONDS & Design (No. 1040960)
5. LOOK FOR THE MARK (No. 979468)
6. Stylized C & Diamond Design (No. 979466)
7. TRUE NORTH, TRUE LOVE, TRUE CANADIAN DIAMONDS (No. 935809)

AURIAS & RELATED MARKS**Brazilian Applications:**

1. AURIAS (No. 822978784)

Egyptian Applications:

1. AURIAS (Nos. 142530 & 142531)

South African Applications:

1. AURIAS (No. 2001/1793)

United Arab Emirates Applications:

1. AURIAS (Nos. 41918 & 41919)

Argentinean Registrations:

1. AURIAS (Nos. 1881739 & 1881740)

Australian Registrations:

1. AURIAS (two applications covering classes 14, 35, 37, 38; and 3, 8, 9, 12, 16, 18, 20, 21, 24, 25, 26, 27, 28, 33 and 34, respectively)
2. OAURIAS (one application covering classes 14, 35, 38 & 40)
3. AURIAS SELECT (one application covering classes 14 & 18)

Canadian Registrations:

1. AURIAS (TMA600675)

Chinese Registrations:

1. AURIAS (Nos. 1810776, 1952436, 1903807, 1983351, 1025962 & 1791902)

European Community Registrations:

1. AURIAS (No. 2076529)

Hong Kong Registrations:

1. AURIAS (Nos. 200206348, 200206349, 200204976, 200113936, 200113935 &

NDeshaw/20070625

200113018)

Indian Registrations:

1. AURIAS (No. 987824)

Indonesian Registration:

1. AURIAS (No. 505250)

Israeli Registration:

1. AURIAS (Nos. 146413 & 146412)

Japanese Registrations:

1. AURIAS (No. 4652848)

Malaysian Registrations:

1. AURIAS (No. 1003959)

Mexican Registrations:

1. AURIAS (No. 700708)

Russian Registrations:

1. AURIAS (No. 224219)

Saudi Arabian Registrations:

1. AURIAS (Nos. 623/59 & 622/29)

Singapore Registrations:

1. AURIAS (Nos. T01/01038A, T01/01039Z, T01/01699A, T01/01700I, T01/01701G & T01/01702E)

South Korean Registrations:

1. AURIAS (No. 45-0006421-0000)

Taiwanese Registrations:

1. AURIAS (Nos. 965936, 983596 & 999590)

Thailand Registrations:

1. AURIAS (Nos. KOR152712, BOR15685 & BOR16664)

United Arab Emirates Registrations:

1. AURIAS (No. 34286)

United States Registrations:

1. AURIAS (Nos. 2699408, 2641910, 2630531, 2694674, 2620224, 2673979, & 2627585)

SCHEDULE "B"
INTELLECTUAL PROPERTY

DOMAIN NAMES

Domain Name Registered in Name of Assignor:

1. canadianprincessdiamond.com

Domain Names Registered in Name of Assignee Pursuant to License from Assignor:

1. canadamark.eu
2. canada-mark.eu
3. canadamarkdiamonds.eu
4. canadamark-diamonds.eu
5. canada-mark-diamonds.eu

International Domain Names Registered in Name of BHP Billiton Innovation Pty. Ltd. (formerly BHP Innovation Pty. Ltd.) and held beneficially for Assignor:

1. aurias.com.au (Australia only)
2. auriasdiamonds.com.au (Australia only)
3. aurias.biz
4. aurias.com
5. aurias.info
6. aurias.net
7. aurias.org
8. auriasdiamonds.biz
9. auriasdiamonds.com
10. aurias-diamonds.com

11. auriasdiamonds.net
12. aurias-diamonds.net
13. auriasdiamonds.org
14. aurias-diamonds.org
15. oaurias.com
16. oauriasdiamonds.com
17. canadamark.com
18. canada-mark.com
19. canadamark.net
20. canadamark.org
21. pointlake.com
22. pointlake.net
23. pointlakemarketing.com
24. pointlakemarketing.net
25. canadamarkdiamonds.com
26. canadamark-diamonds.com
27. canadawhite.com
28. canada-white.com
29. canadawhite.net
30. canadawhite.org
31. canadawhitediamonds.com

**Canadian Domain Names Registered in Name of BHP Billiton Diamonds Inc.
pursuant to License from Assignor:**

1. aurias.ca
2. canadamark.ca
3. pointlake.ca

4. pointlakemarketing.ca

**Tuvalu Domain Names Registered in Name of BHP Innovation Pty. Ltd.
And held beneficially for Assignor:**

1. aurias.tv

**Japanese Domain Names Registered in Name of BHP Innovation Pty. Ltd.
and held beneficially for Assignor:**

1. aurias.jp
2. auriasdiamonds.jp

**Chinese Domain Names Registered in Name of BHP Billiton Innovation Pty. Ltd.
and held beneficially for Assignor:**

1. aurias.com.cn