

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
Arctic Glacier Inc.	FORMERLY The Arctic Group Inc.	03/22/2002	CORPORATION:

RECEIVING PARTY DATA

Name:	Computershare Trust Company of Canada
Street Address:	100 University Avenue
Internal Address:	9th Floor, North Tower
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2Y1
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3594736	KOLDKIST
Registration Number:	3692437	KOLDKIST

CORRESPONDENCE DATA

Fax Number: (202)659-9344
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 659-9076
 Email: SGJdocketing@roylance.com
 Correspondent Name: Stephen G. Janoski
 Address Line 1: 1300 19th Street, NW
 Address Line 2: Suite 600
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 54693

DOMESTIC REPRESENTATIVE

OP \$65.00 3594736

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Casimir Cook
Signature:	/Casimir Cook/
Date:	02/09/2010

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Arctic Glacier Inc. (Formerly The Arctic Group, Inc.)
625 Henry Avenue
Winnipeg, Manitoba
Canada
R3A 0V1

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Corporation of Canada

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: Computershare Trust Company of Canada
Internal
Address: 9th Floor, North Tower
Street Address: 100 University Avenue
City: Toronto
State: Ontario
Country: Canada Zip: M5J 2Y1

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Trust Company Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 03/22/2002

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s)
3594736
3692437

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

KOLDKIST
KOLDKIST

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Stephen G. Janoski
Internal Address: Roylance, Abrams, Berdo & Goodman, LLP
Street Address: 1300 19th Street, NW, Suite 600
City Washington
State: District of Columbia Zip: 22202
Phone Number: (202) 659-9076
Fax Number: (202) 659-9344
Email Address: SGIdocketing@roylance.com

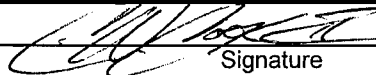
6. Total number of applications and registrations involved: TWO (2)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number 18-2220
Authorized User Name Casimir W. Cook II

9. Signature:  February 9, 2010
Signature Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

THIS FIRST SUPPLEMENTAL TRUST DEED made as of the 22nd day of March, 2002

AMONG: **ARCTIC GLACIER INC.,**
a company duly amalgamated under the laws of Alberta

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND: **MONTREAL TRUST COMPANY,**
a trust company existing under the laws of Canada

(hereinafter referred to as "Montreal Trust")

PARTY OF THE SECOND PART

AND: **COMPUTERSHARE TRUST COMPANY**
OF CANADA,
a trust company existing under the laws of Canada

(hereinafter referred to as "Computershare")

PARTY OF THE THIRD PART

WHEREAS by Trust Deed made as of August 17, 1999, between The Arctic Group Inc. (the "Predecessor") and Montreal Trust, as Trustee, (which Trust Deed and any and all deeds heretofore supplemental thereto are herein collectively referred to as the "Trust Deed"), provision was made for the issue by the Predecessor of Debentures (as defined therein), subject to the terms and conditions contained in the Trust Deed;

AND WHEREAS Arctic Glacier Inc. ("Pre-Amalco Glacier") is a corporation incorporated on January 14, 2002 under the *Business Corporations Act* (Alberta), S.A. 2000, c. B-9, as amended;

AND WHEREAS Pre-Amalco Glacier duly amalgamated (the "Amalgamation") with the Predecessor effective March 22, 2002, with the amalgamated entity continuing as the Company under the name Arctic Glacier Inc.;

AND WHEREAS as a result of the Amalgamation, the Company continues to be liable for all of the liabilities, obligations and duties of each of the Predecessor and Pre-Amalco Glacier, including, without limitation, all liabilities, obligations and duties of the Predecessor under the Trust Deed, as if the Company were an original party thereto;

AND WHEREAS Computershare and Montreal Trust represent that Computershare acquired the stock transfer and corporate trust businesses of Montreal Trust pursuant to an Asset Purchase Agreement dated as of June 30, 2000, and pursuant thereto Montreal Trust agreed to transfer to Computershare, and Computershare agreed to accept, the appointment as Trustee under the Trust Deed, subject to the agreement of the Company;

AND WHEREAS Computershare represents that it is duly qualified to be Trustee under the Trust Deed;

AND WHEREAS to give effect to the foregoing, Montreal Trust desires to, in accordance with the terms of the Trust Deed, resign as Trustee thereunder and to be discharged from the trusts thereof, and to assign and transfer to Computershare all of its estates, properties, moneys, records, rights, powers and trusts under the Trust Deed;

AND WHEREAS the Company is prepared to accept such resignation and to appoint Computershare as the successor Trustee under the Trust Deed, and Computershare is prepared to accept such appointment;

AND WHEREAS the parties wish to execute this First Supplemental Trust Deed for the purpose of providing for the recognition of the Company in the Trust Deed with respect to the Company's continuing liability for the interests, liabilities, obligations and duties of the Predecessor thereunder, and for the purpose of providing for the resignation of Montreal Trust as trustee and for its replacement by Computershare, all with effect as of March 22, 2002 (hereinafter, the "Transfer Date");

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL TRUST DEED WITNESSES that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties covenant and agree as follows:

1. Each of Montreal Trust, Computershare and the Company hereby confirms the accuracy, truthfulness and completeness of each of the above recitals to which it is a party and acknowledges that same are being relied upon by the parties in entering and executing this First Supplemental Trust Deed;
2. Montreal Trust hereby waives any required notice pursuant to the Trust Deed with respect to any previous change of name or amalgamation involving the Predecessor or the Company and acknowledges and confirms that each of the Predecessor and the Company has complied with all requirements of the Trust Deed, for notice to the Trustee in respect of the Amalgamation.
3. The Trust Deed is hereby amended to recognize the continuation of the Predecessor as the Company, under the name Arctic Glacier Inc.
4. Montreal Trust hereby resigns as Trustee under, and is hereby discharged from the trusts of, the Trust Deed, effective as of the Transfer Date. The Company hereby accepts such resignation, waiving any required period of notice that may be set forth in the Trust Deed.

5. The Company hereby appoints Computershare as successor Trustee under the Trust Deed in the place and stead of Montreal Trust and with like effect as if originally named as Trustee under the Trust Deed, effective as of the Transfer Date, and Computershare hereby accepts such appointment. The parties hereby agree that Montreal Trust shall not be responsible for any liabilities that may arise pursuant to Computershare's administration of the trusteeship after the Transfer Date. For greater certainty, however, nothing in this First Supplemental Trust Deed shall in any way release Montreal Trust from or affect its liabilities, duties or obligations under the Trust Deed arising prior to the Transfer Date.

6. Montreal Trust hereby transfers and assigns to Computershare and Computershare hereby accepts such transfer and assignment, upon the trusts expressed in the Trust Deed, all the rights, powers and trusts of Montreal Trust under the Trust Deed, effective as of the Transfer Date.

7. Montreal Trust agrees to transfer and deliver to Computershare, and Computershare agrees to accept such transfer and delivery of, any and all records, documents, monies and other property that may be held by Montreal Trust in connection with the Trust Deed. Such transfers, deliveries and acceptances shall be made as soon as practicable upon, after, or in anticipation of, the Transfer Date as may be agreed between such parties.

8. Notwithstanding any of the foregoing, the resignation, discharge, appointment, transfers, assignments and other agreements provided for herein will not be effective unless this First Supplemental Trust Deed has been executed by all of the parties hereto, whether upon the original instrument, by facsimile or in counterparts, or any combination thereof, and unless all preconditions to such resignation, discharge, appointment, transfers, assignments and other agreements as may be set forth in the Trust Deed have been fulfilled.

9. Any provision in the Trust Deed specifying the addresses of the parties is hereby amended to record the respective addresses of the parties as follows:

Arctic Glacier Inc.
625 Henry Avenue
Winnipeg, Manitoba
R3A 0V1

Attention: President
Fax No.: (204) 783-9857

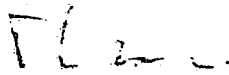
Computershare Trust Company of Canada
100 University Avenue
9th Floor, North Tower
Toronto, Ontario
M5J 2Y1

Attention: Manager, Corporate Trust Department
Fax: (416) 981-9777

10. Each party hereto agrees to execute and deliver all such documents and instruments and do such other acts as may be necessary or advisable to give effect to the terms hereof.
11. This First Supplemental Trust Deed is supplemental to the Trust Deed and shall be read in conjunction therewith. Except only insofar as the same may be inconsistent with the express provisions of this First Supplemental Trust Deed, all the provisions of the Trust Deed shall apply to and shall have effect in the same manner as if they and the provisions of this First Supplemental Trust Deed were contained in one instrument. The form of any Debentures to be certified by the Trustee from and after the Transfer Date shall be amended, stamped or legended to identify Computershare as the successor Trustee and the Company as the issuer but the validity of any Debentures certified prior to the Transfer Date shall not be affected by the appointment of Computershare as successor trustee.
12. Computershare as successor Trustee hereby accepts the trusts in the Trust Deed declared and provided and agrees to perform the same upon the terms and conditions herein and in the Trust Deed set forth.
13. This First Supplemental Trust Deed shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.

IN WITNESS WHEREOF this First Supplemental Trust Deed has been duly executed by the parties hereto as of the date first above-written.

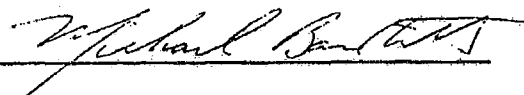
ARCTIC GLACIER INC.

Per: 

Per: _____


MONTREAL TRUST COMPANY

Per: 

Per: 

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

Per: 

Per: 

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