

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Arctic Group, Inc., The		01/28/2000
			Entity Type
			CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Peggy D. Johnson		
Street Address:	Norwood P.O. Box 98		
City:	Winnipeg		
State/Country:	MANITOBA		
Postal Code:	R2H 3B8		
Entity Type:	INDIVIDUAL: CANADA		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2726221	ARCTIC GLACIER
	Registration Number:	2288082	ARCTIC GLACIER
CORRESPONDENCE DATA			
Fax Number:	(806)322-1252		
Phone:	806-322-1251		
Email:	Chris@ChrisStewartLaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Christian D. Stewart		
Address Line 1:	301 S. Polk, Suite 700		
Address Line 4:	Amarillo, TEXAS 79101		
NAME OF SUBMITTER:	Christian D. Stewart		
Signature:	/Christian D. Stewart/		
Date:	01/12/2012		
Total Attachments: 2 source=arctic glacier - license-001#page1.tif source=arctic glacier - license-002#page1.tif			

OP \$65.00 2726221

FROM :

PHONE NO. : 4740388

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PROMISSORY NOTE

Amount: \$500,000.00
Interest: 8% per annum
Maturity: No later than January 28th, 2001

January 28th, 2000

FOR VALUE RECEIVED, The Arctic Group Inc., an Alberta corporation, (the "Borrower") hereby promises to pay to the order of Peggy D. Johnson (the "Lender") at 2112 Henderson Highway, Winnipeg, Manitoba, R2G 1P6, or such other locations as may from time to time be designated by the Lender, the principal sum of Five Hundred Thousand Dollars (\$500,000.00) in lawful money of Canada and immediately available funds, together with interest on the unpaid balance accruing as of the date hereof at a rate at all times equal to Eight percent (8%) per annum.

Accrued interest shall be due and payable in consecutive monthly installments commencing on March 1, 2000 and continuing on the same day of each calendar month thereafter until paid in full.

The principal balance of this Note shall be payable in one (1) instalment, in the amount of Five Hundred Thousand Dollars (\$500,000.00) on January 28th, 2001. PROVIDED that in the event the Borrower agrees to sell all or substantially all of its assets or in the event a Controlling Shareholder acquires a Control Block the principal balance of this Note together with any interest accrued and unpaid to such date shall become immediately due and payable. For the purpose of this Note the terms, "Controlling Shareholder" and "Control Block" shall have the following meanings:

- (a) "Controlling Shareholder" means a single shareholder of The Arctic Group Inc. holding a Control Block;
- (b) "Control Block" means 50% or more of the issued and outstanding voting common shares of The Arctic Group Inc.

This Note may be prepaid in whole or in part without notice, premium or penalty.

This Note is issued pursuant to a share purchase agreement ("Share Purchase Agreement") of even date herewith by and between the Borrower and the Lender. In the event the principal balance together with interest outstanding thereon is not paid by the Borrower on or before January 28, 2001 or within thirty (30) days immediately thereafter the Lender shall, in addition to any other rights arising under and pursuant to this Note:

- (a) be released from the terms of a Non-Competition and Non-Solicitation Agreement of even date herewith entered into as a condition of the Share Purchase Agreement; and

FROM :

PHONE NO. : 4740388

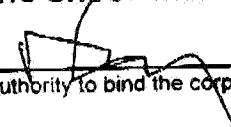
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(b) be granted a non-exclusive, perpetual license to use the name, "Arctic Glacier" or any variation thereof throughout the North American continent.

Demand, presentment, protest and notice of non-payment and dishonour of this Note are hereby waived. The Borrower promises to pay all costs of collection of this Note, including but not limited to, attorney's fees paid or incurred by the Lender on account of such collection whether or not suit is filed with respect thereto and whether or not such cost or expense is paid or incurred or to be paid or incurred prior to or after the entry of judgment or for the pursuance of, or defense of, any appellate procedure.

This Note shall be governed by and construed under the laws of the Province of Manitoba.

THE ARCTIC GROUP INC.

Per: 
"I have the authority to bind the corporation"