

MRD
1-27-98

05-17-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTD-1584 (modified)
(Rev. 6-93) R
OMB No. 0651-0011 (exp. 4/94) 7



no ck

To the Honorable Commissioner of Patents

101004728

Final documents or copy thereof.

1. Name of conveying party(ies):

3171001 CANADA INC.

Individual(s) Association
General Partnership Limited Partnership
 Corporation of CANADA
Other

Additional name(s) of conveying party(ies) attached? YES

2. Name and address of receiving party(ies):

Name: BO-PLASTIK CABANO INC. RECEIVED
Internal Address: C.P. 658 APR 20 1998
Street Address: 200 RUE CASCADE

City: CABANO, PROVINCE OF QUEBEC, State:
CANADA ZIP: G0L 1E0

Individual(s) citizenship
Association
General Partnership
Limited Partnership
 Corporation - of CANADA
Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: NO
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? NO

3. Nature of conveyance:

 Assignment Merger
Security Agreement Change of Name
Other

Execution Date: AUGUST 31, 1995

4. Application number(s):

A. Trademark Application No.(s)

Additional numbers attached? NO

B. Trademark Registration No.(s)
1,457,438

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

Name: Foley & Lardner, Attention: ARTHUR SCHWARTZ

Internal Address: Suite 500

Street Address: 3000 K Street, N.W.

City: Washington, State: D.C. ZIP: 20007

6. Total number of applications involved:
1

7. Total fee (37 C.F.R. § 3.41). \$40.00

 Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

USE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ARTHUR SCHWARTZ
Name of Person Signing

[Signature]
Signature

4/20/98
Date

Total number of pages including cover sheet, attachments, and document: 51

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : PLASTIQUES CABANO INC.
a Canadian corporation
Address : 50, rue Cascades
P.O. Box 658, Cabano
Province of Quebec, Canada
G0L 1E0

Mark : MAXIMA (mot)

Registration No : 1,457,438

Issued on : September 15, 1987

To The Assistant Secretary and Commissioner of
Patents and Trade-Marks

DESIGNATION OF DOMESTIC REPRESENTATIVE

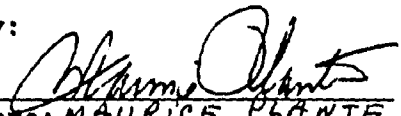
The undersigned hereby designates Mr. Arthur Schwartz, member of the firm FOLEY & LARDNER, having a postal address at 3000 K Street, N.W., Suite 500, Washington, D.C. 20007-5109, U.S.A., telephone: (202) 672-5300, is hereby designated applicant's representative upon whom notices or process in proceedings affecting the mark may be served.

Please address all correspondence and phone inquiries to Mr. Arthur Schwartz - FOLEY & LARDNER, 3000 K Street, N.W., Suite 500, Washington, D.C. 20007--5109, U.S.A. Telephone: (202) 672-5300.

PLASTIQUES CABANO INC.

Date: 24 NOV 1987

By:


Name: MAURICE PLANTE
Title: DIRECTOR

/mcd

ASSIGNMENT OF TRADE-MARKS

WHEREAS FRIG-O-SEAL CANADA (1993) INC., a corporation duly organized under the laws of Canada, having its principal place of business at 1840 1st Street, St-Romuald, Province of Quebec, Canada G6W 5M5, declared bankruptcy pursuant to the Canada Bankruptcy Act;

WHEREAS on July 8, 1994 an Indenture was filed before the Quebec Superior Court in pursuance of said Canada Bankruptcy Act wherein the bankruptcy of FRIG-O-SEAL CANADA (1993) INC. assigned and abandoned all its property and hereby assigned, conveyed and assured unto RAYMOND, CHABOT INC. the trustee herein, acting and represented by ANDRÉ CHAMPAGNE, c.a. ("Trustee") all its property as per a copy of the Indenture attached herewith;

WHEREAS pursuant to a sale agreement entered into between the Trustee and TRANS-ACTION NORDIQUE LTEE, a corporation duly organized under the Laws of Canada ("Assignee") on the 11 of July, 1995, the Trustee sold, assigned and transferred to the Assignee, a corporation duly organized under the Laws of Canada, having its principal place of business at 5350 Henri-Bourassa Boulevard, Suite 270, Charlesbourg, Province of Quebec, Canada G1H 6Y8, the entire rights, titles and interests that the Trustee had in the assets of FRIG-O-SEAL CANADA (1993) INC. to the Assignee including the trade-mark MAXIMA, registration number 1,457,438 (hereinafter called the "trademark") and the goodwill of the business associated thereto.

WHEREAS TRANS-ACTION NORDIQUE LTEE as officially changed its corporate name on September 30, 1994 to LES PLASTIQUES FRIGOMAX LTEE as per the enclosed certified copy of the Certificate of Amendment.

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WHEREAS LES PLASTIQUES FRIGOMAX LTEE, a corporation duly organized under the laws of Canada, having its principal place of business at 5350 Henri-Bourassa Boulevard, Suite 270, Charlesbourg, Province of Quebec, Canada G1H 6Y8, declared bankruptcy pursuant to the Canada Bankruptcy Act;

WHEREAS on August 1st, 1995 an Indenture was filed before the Quebec Superior Court in pursuance of said Canada Bankruptcy Act wherein the bankruptcy of LES PLASTIQUES FRIGOMAX LTEE assigned and abandoned all its property and hereby assigned, conveyed and assured unto PRICE WATERHOUSE LIMITEE the trustee herein, acting and represented by ROBERT BROCHU, c.a. ("Trustee") all its property as per a copy of the Indenture attached herewith;

WHEREAS pursuant to a sale agreement entered into between the Trustee and 3171001 CANADA INC. a corporation duly organized under the Laws of Canada ("Assignee") on the 10 of August, 1995, the Trustee sold, assigned and transferred to the Assignee, a corporation duly organized under the Laws of Canada, having its principal place of business at 82 Kennedy Road, Saint-Henri de Lévis, Province of Quebec, Canada G0R 3E0, the entire rights, titles and interests that the Trustee had in the assets of 3171001 to the Assignee including the trade-mark MAXIMA, registration number 1,457,438 (hereinafter called the "trademark") and the goodwill of the business associated thereto.

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WHEREAS pursuant to a sale agreement entered into between 3171001 CANADA INC. ("Assignor") a corporation duly organized under the Laws of Canada and BO-PLASTIK CABANO INC. ("Assignee") on the 31 of August 1995, the Assignor sold, assigned and transferred to the Assignee, a corporation duly organized under the Laws of Canada, having its principal place of business at 200 Cascades Street, P.O. Box 658, Cabano, Province of Quebec, Canada G0L 1E0, the entire rights, title and interests to the Assignee including the trademark MAXIMA, registration number 1,457,438 (hereinafter called the "trademark") and the goodwill of the business associated thereto.

WHEREAS BO-PLASTIK CABANO INC. as officially changed its corporate name on January 21st, 1997 to PLASTIQUES CABANO INC. as per the enclosed certified copy of the Certificate of Amendment.

NOW THEREFORE, the parties hereto agree as follows:

1. The Trustee RAYMOND CHABOT INC. sells, assigns, transfers and conveys to Assignee TRANS-ACTION NORDIQUE LTEE all rights, titles and interests in the trademark, its registration and pending application and the goodwill attached to said trademark;
2. TRANS-ACTION NORDIQUE LTEE as officially changed its corporate name to LES PLASTIQUES FRIGOMAX LTEE.
3. The Trustee PRICE WATERHOUSE LIMITEE sells, assigns, transfers and conveys to the Assignee 3171001 CANADA INC. all rights, title and interests in the trademark, its registration and pending application and the goodwill attached to said trademark;

.... / 4

4. 3171001 CANADA INC. sells, assigns, transfers and conveys to the Assignee BO-PLASTIK CABANO INC. all rights, title and interests in the trademark, its registration and pending application and the goodwill attached to said trademark;

5. By this assignment, Assignee acquires from the Assignor all the rights, title and interests that the Assignor holds in the trademark, without any guarantees.

6. BO-PLASTIK CABANO INC. as officially changed its corporate name to PLASTIQUES CABANO INC.

7. This sale is made in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged;

The Assignee agrees to execute all other documents as may be necessary to secure the recordal of the present assignment upon the competent authority.

SIGNED in St. HENRI YVES QUE,
this 16 day of JANUARY 1997.

3171001 CANADA INC.
(Assignor)

By:

[Signature]
Name: BERGE GARNIER
Title: V.P. FINANCES

SIGNED in CABANO,
this 24th day of NOVEMBER 1997.

PLASTIQUES CABANO INC.
(Assignee)

By:

[Signature]
Name: MAURICE PLANTE
Title: DIRECTOR



Industry Canada Industrie Canada
Canada Business Loi canadienne sur
Corporations Act les sociétés par actions

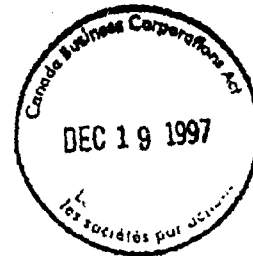
I HEREBY CERTIFY THAT THE
ATTACHED IS A TRUE COPY OF THE
DOCUMENT MAINTAINED IN THE
RECORDS OF THE DIRECTOR.

JE CERTIFIE, PAR LES PRÉSENTES, QUE LE
DOCUMENT CI-JOINT EST UNE COPIE
EXACTE D'UN DOCUMENT CONTENU
DANS LES LIVRES TENUS PAR LE
DIRECTEUR.

Shaire M. Collins

Deputy Director - Directeur adjoint

Date

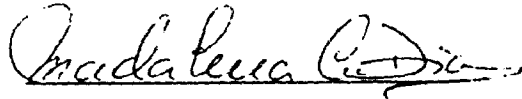


Canada

CERTIFICATE OF TRANSLATION

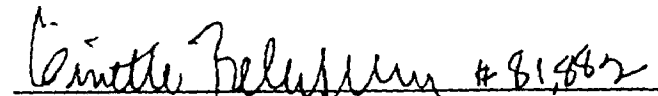
I, the undersigned, declare that I am familiar with the English and French languages and that I have translated the attached Certificate of Appointment and, to the best of my knowledge and belief, it is an accurate and complete translation thereof.

SIGNED IN MONTREAL, Quebec, Canada this 18 day of December, 1997



Madalena C. Dias

Declared solemnly before me in Montreal
on this 18 day of December 1997


Commissioner of Oaths
for the City and District of Montreal
and for all Judicial Districts of the
Province of Quebec