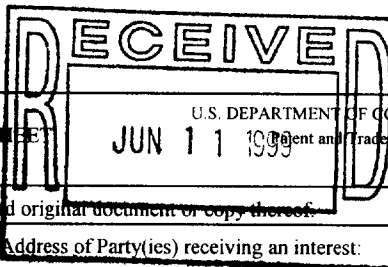


06-15-1999



101065660

6-11-99



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

British Columbia Packers Limited **And** H.G. Helgerson Ltd.
 (Canadian Corporation) (British Columbia Corp)
 4300 Moncton Street
 Richmond, British Columbia V7E 3A9

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of Party(ies) receiving an interest:

Name: 577633 British Columbia Ltd.
 Street Address: 1055 West Hastings Street
 Internal Address: 16th Floor
 City: Vancouver State: British Columbia Zip: V6E 2H2

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation British Columbia
 Other

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Effective Date April 24, 1999

4. Application number(s) or registration number(s):

A Trademark Application No.(s): N/A

B Trademark Registration No.(s): 143,567 521,147

Additional numbers attached? Yes No

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

Name: Mark H. Webbink, Esq.
 Internal Address: Moore & Van Allen, PLLC
 Street Address: 2200 West Main Street, Suite 800
 City: Durham State: NC ZIP: 27705

6. Total number of applications and registrations involved: 2


7. Total fee (37 CFR 3.4): \$ 65.00
 Enclosed
 Authorized to be charged to deposit account
 (Any Deficiency)

8. Deposit account number:
13-4365
 (Attach duplicate copy of this form if paying by deposit account)

DO NOT USE THIS SPACE

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

Mark H. Webbink, Esq.  6/8/99
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 11

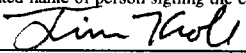
Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner Of Patent And Trademarks, Washington, DC 20231, BOX ASSIGNMENTS.

TIM KROLL
 (Typed or printed name of person signing the certificate)


 (Signature of the person signing the certificate)

6/8/99
 (Date of Signature)

06/14/1999 DNGUYEN 00000238 143567

01 FC:481 40.00 OP
02 FC:482 25.00 OP

CERTIFIED A TRUE COPY

THIS 26 DAY OF

May, 1999

ASSIGNMENT OF INTELLECTUAL PROPERTY

DAVIS & COMPANY

THIS AGREEMENT dated for reference April 24, 1999

By:  Solicitor

BETWEEN:

BRITISH COLUMBIA PACKERS LTD., a corporation
incorporated under the laws of Canada

("BCP")

- and -

H.G. HELGERSON LTD., a corporation incorporated under the
laws of British Columbia

("Helgeson")

- and -

577633 BRITISH COLUMBIA LTD., a corporation incorporated
under the laws of British Columbia

("Buyer")

RECITALS

- A. Pursuant to an asset purchase agreement between, among others, BCP, Helgeson and the Buyer (the "Purchase Agreement") dated February 18, 1999, BCP and Helgeson (collectively the "Sellers") agreed to assign to the Buyer all of their right, title and interest in the Intellectual Property (as defined in the Purchase Agreement).
- B. The Sellers wish to assign to the Buyer all of their right, title and interest in the Intellectual Property, including the Intellectual Property listed in Schedule A to this Agreement, on the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the the purchase price for the Intellectual Property contemplated in the Purchase Agreement, one dollar (\$1.00) now paid by each of the parties to the other and other good and

valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 **Definitions.** All capitalized terms in this Agreement will have the meaning set forth in the Purchase Agreement unless specifically defined in this Agreement, in which case, the definition in this Agreement will govern.

1.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.3 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties.

1.4 **No Superseding or Merger.** The provisions contained in this Agreement shall not supersede or merge with any provision contained in the Purchase Agreement, as such may be amended from time to time. The provisions contained in this Agreement shall not merge in any transfer, assignment, novation agreement or other document or instrument issued pursuant hereto or in connection herewith.

ARTICLE 2 - PURCHASE AGREEMENT

2.1 **Purchase Agreement.** The representations, warranties, terms, conditions, covenants, limitations and indemnities relating to Intellectual Property made by the parties to this Agreement in the Purchase Agreement apply to this Agreement, *mutatis mutandis*.

ARTICLE 3 - CONVEYANCE

3.1 **Conveyance.** The Sellers hereby assign to the Buyer all of the Sellers' legal and beneficial right, title and interest in and to all of the Intellectual Property, together with all registrations and applications for registration of such Intellectual Property and all other benefits to be derived from such Intellectual Property, as at and from the Closing Time.

3.2 **Further Assurances.** The parties to this Agreement will execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to give full effect to the this Agreement and to make the terms of this Agreement legally effective, binding, and enforceable as between them, and as against third parties.

3.3 **Untransferred Interest.** The Sellers declare that as to any right, title, benefit or interest of the Sellers in any Intellectual Property which may not have passed to the Buyer by virtue of this Agreement, the Sellers hold such right, title, benefit or interest in trust for the Buyer and will assign such right, title, benefit and interest to the Buyer as the Buyer may from time to time direct.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

BRITISH COLUMBIA PACKERS LTD.

Robert J. Hard
Per: *[Signature]*

H.G. HELGERSON LTD.

Per: *[Signature]*

577633 BRITISH COLUMBIA LTD.

Per: *[Signature]*

SCHEDULE A

INTELLECTUAL PROPERTY

All Intellectual Property referenced or listed in Schedule I to the Purchase Agreement.

SCHEDULE I

Section Reference

1.1

INTELLECTUAL PROPERTY

I. List of Licenses and Other Contracts Relating to Intellectual Property

NONE

II. List of Trademarks Relating to the Business

1. List of Trademarks attached as Appendix IA.

TAB	TRADE MARK	COUNTRY	REG.NO.	REG.DATE	RENEWAL DATE	STATUS
12.	RUPERT Design	Canada	TMA332,010	Sep. 18/87	Sep. 18/02	Registered; Certificate of Registration on file.
13.	RUPERT BRAND (words only)	Canada	TMA454,027	Feb. 9/96	Feb. 9/11	Registered; Certificate of Registration on file; note this registration replaces No. TMDA040,336 which was expunged on July 31/91.
14.	RUPERT BRAND (words only)	United States	143,567	June 7/21	June 7/01	Registered; Certificate of Registration and Renewal Certificate on file; Licence Agreement - Rupert's Certi-Fresh Foods, Inc. (licence agreement in file).
15.	RUPERT BRAND	Germany	850034	1967	June 14/07	Registered; renewal confirmed by agent;
16.	RUPERT BRAND & Design	Australia	A35,460	Feb. 22/23	Feb. 22/07	Registered; Renewal Certificate on file.
17.	RUPERT BRAND & Design	Benelux	367,053	June 24/80	June 24/00	Registered; Certificate of Registration and Renewal Certificate on file.
18.	RUPERT BRAND & Design	Cayman Islands	B910,896	Jan. 11/77	June 19/02	Registered; Renewal Certificate on file.
19.	RUPERT BRAND & Design	China	970028484	June 13, 2008	n/a	Confirmation received from agent that trade mark has been registered; registration details to be provided;
20.	RUPERT BRAND & Design	France	1,414,170	July 7/67	June 16/07	Registered; Certificate of Registration and Renewal Certificate on file (previous registration #736900).
21.	RUPERT BRAND & Design	Japan	306,589	Aug. 31/95	Aug. 31/05	Registered; Certificate of Registration on file.
22.	RUPERT BRAND & Design	Switzerland	367,512	June 21/67	June 21/07	Registered; Certificate of Registration and Renewal Certificate on file (previous registration #226708);

TAB	TRADE MARK	COUNTRY	REG.NO.	REG.DATE	RENEWAL DATE	STATUS
23.	RUPERT BRAND & Design	United Kingdom	B406,623	Aug. 3/20	Aug. 3/04	Registered; Certificate of Registration and Renewal Certificate on file.
24.	RUPERT BRAND & Design	United States	521,147	Feb. 21/50	Feb. 21/00	Registered; Certificate of Registration and Renewal Certificate on file; License Agreement - Rupert's Cerri-Fresh Foods, Inc. (licence agreement on file)