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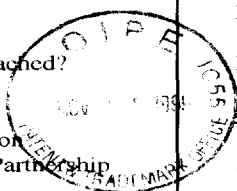
FEET



original documents or copy thereof.

To the Honorable Commissioner of Patents

101219383



1. Name of conveying party(ies)
 PLASA Frank

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

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State Other

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name

Other _____

Execution Date: March 18, 1999

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

Name: Animould Inc.

Internal Address: _____

Street Address: _____

City: _____ State: Ontario

ZIP: _____

Country: Canada

Individual(s) citizenship
 Association
 General Partnership
 Corporation - State
 Other

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)
 Additional names/addresses attached? Yes No

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

A. Trademark Application No.(s)
75/325,447

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 NONE

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

Name: Robin L.A. Coster

Internal Address: c/o Bereskin & Parr

Street Address: Box 401, 40 King Street West

City: Toronto State: Ontario ZIP: M5H 3Y2

Country: Canada

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$40.00
 Enclosed CHEQUE # 2637
 Authorized to be charged to deposit account

8. Deposit account number:
02-2095

(No need to attach duplicate copy of this page 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.

Robin L. A. Coster, Regn. 38,016 November 16, 1999
 Name of Person Signing Date
 BP File # 10151-005 Signature Total number of pages (including cover sheet): 5

OMB No. 0651-0011 (exp. 4/97)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

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TRADEMARK

REEL: 001997 FRAME: 0447

ADDITIONAL NAMES OF CONVEYING PARTIES

NAME

- (2) DAOUST, Marcel
- (3) BUSETTO, Franco
- (4) GALASSO, Luciano



ASSIGNMENT

This Agreement made as of the 18th day of March, 1999.

BETWEEN:

**FRANK PLASA, MARCEL DAOUST, FRANCO Busetto
and LUCIANO GALASSO**

(hereinafter called the "Assignors")

OF THE FIRST PART

- and -

ANIMOULD INC.

(hereinafter called "Assignee")

OF THE SECOND PART

WHEREAS Performance Windows Inc. (the "Company") was indebted to the Bank of Nova Scotia in the amount of \$_____ (inclusive of interest) as at the date hereof (the "Indebtedness");

AND WHEREAS the Bank held various security from the Company including, without limitation, the security more particularly described in Schedule "A" attached hereto (collectively the "Security") as security for payment of the Indebtedness;

AND WHEREAS the Assignors had guaranteed the Indebtedness of the Company to the Bank and has agreed to pay to the Bank the Indebtedness in order to purchase from the Bank the Indebtedness and the Security;

AND WHEREAS the Assignee has agreed to purchase the Indebtedness and the Security from the Assignors in consideration of effecting the payment to the Bank of an amount equal to the Indebtedness instead of the Assignors making the said payment of the Indebtedness to the Bank;

AND WHEREAS the Bank executed and delivered in favour of the Assignors an assignment agreement whereby the Bank assigned the benefit of the Indebtedness and the Security to the Assignors;

AND WHEREAS in consideration of the Assignee paying the Indebtedness to the Bank, the Assignors have agreed and do hereby assign the Indebtedness and the Security as received by the Assignors from the Bank to the Assignee;

NOW THEREFORE, in consideration of the payment of the monies hereinbefore contemplated by the Assignee to the Assignors which the Assignors hereby irrevocably authorized and direct the Assignee to pay directly to the Bank and other good and valuable consideration, the Assignors hereby sell, transfer and assign unto the Assignee for its own use and benefit absolutely and forever the Indebtedness and the Security.

The Assignors hereby represent, warrant and covenant with the Assignee that:

- (a) the Indebtedness is outstanding and due and owing by the Company to the Assignors as at the date hereof;
- (b) the Assignors have not knowingly released or discharged all or any portion of the Security, and
- (c) that the Assignee may rely upon all of the representations, warranties and covenants contained within the assignment agreement provided by the Bank to the Assignors and will enforce same if there is any breach of any term or condition thereof by the Bank.

IN WITNESS WHEREOF, the Assignors have executed this Assignment as of the day and year first above written.

M. Rufina
Witness to the signature of FRANK PLASA

Frank Plasa
FRANK PLASA

M. Rufina
Witness to the signature of MARCEL DAoust

Marcel Daoust
MARCEL DAoust

M. Rufina
Witness to the signature of FRANCO BUSETTO

Franco Busetto
FRANCO BUSETTO

L. Galasso
Witness to the signature of LUCIANO GALASSO

LUCIANO GALASSO



SCHEDULE "A"

BANK SECURITY

General security agreement of the Borrower in favour of the Bank dated 12 May 1998 and registered pursuant to the Personal Property Security Act as No. 980513 1814 1513 8130.

Chattel mortgage of the Borrower in favour of the Bank dated 24 June 1998 and registered pursuant to the Personal Property Security Act as No. 980624 1754 1513 6193.