

12-05-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101537106

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 11-8-00

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002186 FRAME: 0827

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

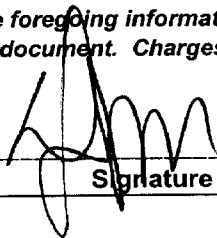
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Douglas T. Johnson
Name of Person Signing


Signature

11/06/00
Date Signed

DISTRIBUTION AGREEMENT

THIS AGREEMENT is made the 2nd of December, 1999

BETWEEN:

SRI STRATEGIC RESOURCES INC., a body corporate
continued under the laws of the Province of Alberta
(hereinafter called the "Corporation")

OF THE FIRST PART,

- and -

TELUS SERVICES INC. a body corporate incorporated under
the laws of the Province of Alberta
(hereinafter called the "Shareholder")

OF THE SECOND PART.

WHEREAS the Shareholder owns or controls all of the issued and outstanding shares in the capital of the Corporation and on a distribution of the property and assets of the Corporation is entitled to all of the property and assets of the Corporation;

AND WHEREAS the Shareholder has agreed to assume and discharge all liabilities (if any) of the Corporation and has also agreed to assume all expenses in connection with the proposed dissolution of the Corporation;

NOW THEREFORE this Agreement witnesses that in consideration of the foregoing and of the covenants, agreements and payments herein set out and provided for, the parties hereto hereby respectively covenant and agree as follows:

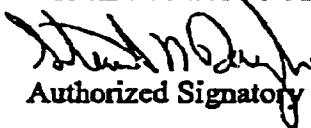
1. In connection with the dissolution of the Corporation pursuant to section 203(3) of the Business Corporations Act (Alberta), the Corporation hereby covenants and agrees as of the Effective Date (as hereinafter defined) to transfer, convey, assign and set over to the Shareholder all of its property and assets of every nature and kind whatsoever including; but without limiting the generality of the foregoing:
 - (a) all of the property of the Corporation, moveable or immovable, real or personal, of every kind and wheresoever situate, including freehold and leasehold property and leases, licenses, franchises and similar rights held by the Corporation;
 - (b) all choses in action, including all the book and other debts (including accounts receivables) due or accruing due to the Corporation, and the full benefit and advantage of all securities for such debts;

- (c) the full benefit and advantage of existing contracts and engagements to which the Corporation may be entitled;
 - (d) all cash on hand in bank accounts and all bills, notes, shares, bonds, debentures and other security (if any) owned by the Corporation; and
 - (e) all other property, assets and rights which the Corporation is or may hereafter be entitled to in connection with the business formerly carried on by it or otherwise, including any taxable losses.
2. Any and all liabilities of the Corporation are hereby discharged by the assumption of the full amount thereof by the Shareholder as and from the Effective Date.
 3. This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.
 4. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Alberta. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.
 5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
 6. In this Agreement the "Effective Date" shall mean December 31,1999 at 12:00 noon P.S.T.

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

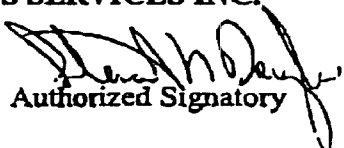
SRI STRATEGIC RESOURCES INC.

Per:


Authorized Signatory

TELUS SERVICES INC.

Per:


Authorized Signatory