



5-6-02

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

102078460 COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies): **Snowbear Limited**

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

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

2. Name and address of receiving party(ies)

Name: **Business Development Bank of Canada**
 Internal
 Address: _____
 Street Address: **380 Wellington Street**
 City: **London, ON** State: **Canada** Zip: **N6A 5B5**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Bank - Canada**

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

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

Execution Date: **December 14, 2001**

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

A. Trademark Application No.(s)
75/330,712

B. Trademark Registration No.(s)
1871049 2002074 2008450 2008451
2006255 2237223 2347618

Additional number(s) attached Yes No

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

Name: **Riches, McKenzie & Herbert LLP**
 Internal Address: _____
 Street Address: **2 Bloor Street East, Suite 1800**
 City: **Toronto, ON** State: **Canada** Zip: **M4W 3J5**

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41).....\$ **320.00**

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

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.

R. Brant Latham - Reg. No. 30,013 **May 2, 2002**

 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

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

05/06/2002 6TON11 00000260 75330712

01 FC:481 40.00 OP
02 FC:482 175.00 OP

IN THE UNITED STATES PATENTS AND TRADEMARKS OFFICE

APPOINTMENT OF DOMESTIC REPRESENTATIVE

To: BOX ASSIGNMENT
Commissioner For Patents & Trademarks
Washington, D.C. 20231
U.S.A.

TRADE MARK/SERVICE MARK INFORMATION

A. Trademark Application Serial No.(s)

75/330,712

B. Trademark Registration No.(s)

1871049 2002074 2008450 2008451
2006255 2237223 2347618

RECEIVING PARTY INFORMATION

Receiving Party : Business Development Bank of Canada
Street : 380 Wellington Street
City/Province : London, Ontario
Postal Code : N6A 5B5
Country : Canada

The above-noted Receiving Party and owner of rights in the trademark applications and registrations listed above by reason of a Security Interest submitted herewith hereby designates Robert R. Mallinckrodt of Mallinckrodt & Mallinckrodt whose post office address is 10 Exchange Place, Suite 510, Salt Lake City, Utah, 84111, as its representative upon whom service of notice of process in proceedings affecting the registration may be served.

Receiving Party: **BUSINESS DEVELOPMENT BANK OF CANADA**

Signature: _____

Name: R. Brant Latham - Reg. No. 30,013

Title: Attorney of record

Date: May 2, 2002

ASSIGNMENT OF TRADE-MARKS

THIS ASSIGNMENT dated December 14, 2001.

BETWEEN:

SNOWBEAR LIMITED

(the "Assignor")

AND: BUSINESS DEVELOPMENT BANK OF CANADA having a branch office at
380 Wellington Street, London, Ontario, N6A 5B5
(the "Bank")

WHEREAS:

- A.** The Assignor has, is or is about to become indebted to the Bank (the "Loan") pursuant to an Offer of Financing or Commitment Letter dated October 17, 2001, (the "Commitment Letter");
- B.** The Assignor has agreed to grant or has granted to the Bank security for the Loan, pursuant to the Commitment Letter, including *inter alia*, a security interest in all of its present and after acquired personal property pursuant to a General Security Agreement (the "GSA");
- C.** The Assignor is the exclusive owner of the right, title and interest of the trade-marks, trade-mark registrations and trade-mark applications, as more particularly described in Schedule "A" hereto (the "Trade-mark") and the Assignor has the exclusive, uninhibited right to sell, transfer, use and assign the Trade-mark;
- D.** As additional security for the Loan, the Assignor has agreed to specifically assign to the Bank, at the option of the Bank and effective upon the occurrence of an event of default under the Commitment Letter or in the event the Assignor is deemed to be in default under the GSA, all of the Assignor's right, title and interest in and to the Trade-mark;

THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

1. The preamble hereto forms an integral part hereof.
2. Upon an event of default occurring under the Commitment Letter or if the Assignor is in default under the GSA and upon the exercise by the Bank of its option to cause this Assignment to become effective, the Assignor does hereby transfer and assign to the Bank all of its right, title and interest in and to the Trade-mark and applications or registrations thereof, and all proceeds derived from the Trade-mark, including without limitation, royalties, license fees, and all rights and claims of action that may exist by reason of the infringement of the Trade-mark, together with all goodwill symbolized by the Trade-mark.
3. This Assignment shall take effect upon the Bank notifying the Assignor that it is in default under the Commitment Letter or the GSA and that the Bank intends to exercise its option to cause this Assignment to become effective.
4. The Assignor shall do all things and execute and deliver all documents (including all assignments, affidavits, and other instruments, in a form suitable for filing with all trade-mark offices where the Trade-mark is registered and recorded) as may be requested by the Bank from time to time and at any time, in order to give effect to this Assignment or to perfect or record the Bank's interest in the Trade-mark or to maintain the registration or recording of the Trade-mark.
5. The Assignor represents and warrants as follows:
 - (a) the Assignor has sole, full and clear title to the Trade-mark in Canada and in all other jurisdictions represented by the Assignor to the Bank;
 - (b) the Assignor has not assigned the right to use the Trade-mark or granted a licence to use the Trade-mark to any other entity (except as disclosed in Schedule "B" hereto and except for licences to use the Trade-mark granted to customers in the ordinary course of business) and is duly authorized and has the right to grant this Assignment to the Bank;
 - (c) the Trade-mark is valid and duly registered in all jurisdictions where it is utilized and all registrations and recordings of the Trade-mark are valid and subsisting and in full force and effect as of the date of this Assignment;
 - (d) the Trade-mark has not lapsed, been abandoned or dedicated to the public, nor to the best of the knowledge of the Assignor, has the Trade-mark been infringed by any other person;
 - (e) as of the date of this Assignment, neither the Assignor nor any of its subsidiaries has any trade-mark registered or recorded in or subject to pending applications for registration or recording in Canada, the United States or elsewhere, other than those described in Schedule "A" hereto; and
 - (f) the Assignor has no knowledge of any third party claims to the Trade-mark.
6. The Assignor hereby irrevocably appoints the Bank or its agent, as the case may be, with full power of substitution, to be the attorney of the Assignor for and in the name of the Assignor, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances, consents, acts, matters or things with the right to use the name of the Assignor whenever or wherever it may be necessary or expedient. It is hereby intended that the said power of attorney shall continue in the event of the subsequent legal incapacity of the Assignor, if an individual.
7. Any notice hereunder shall be in writing and shall be effectively given by the Bank by personal delivery or by mailing such notice by prepaid post to the Assignor at the address set out above, or at such other address as may be given in writing by the Assignor to the Bank. Delivery by fax transmission is deemed to be personal service and is deemed to be received on the next business day following transmission. Delivery by prepaid mail is deemed to be received three business days after mailing.

8. This Assignment shall be binding upon the Assignor and its heirs, executors, administrators successors and permitted assigns and it shall enure to the benefit of the Bank and its successors and assigns.
9. This Assignment shall be governed by and construed in accordance with the laws of the province in which the branch of the Bank is located as described on page 1.

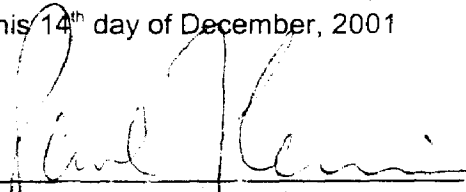
IN WITNESS WHEREOF the Assignor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

SNOWBEAR LIMITED

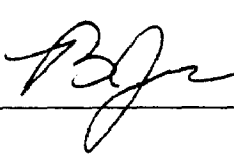
Per:  _____ c/s
Willem Jager
President

I have authority to bind the Corporation.

Sworn before me at Waterloo, Ontario)
this 14th day of December, 2001)



A Notary Public in and for the
Province of Ontario



SCHEDULE "A"
DETAILED DESCRIPTION OF TRADE-MARKS

Trademark Cases

Applicant/Owner	Case #	Co.	Filing Date	Reg. #	Reg. Date	Serial #	Trademark
Snowbear Limited	121696	US	24-Oct-1996	2237223	06-Apr-1999	75/186914	Versacap
Snowbear Limited	25498	CA	19-Feb-1998	TMA 526494	10-Apr-2000	869933	Versa Sport
Snowbear Limited	25598	US	27-Mar-1998	2347618	02-May-2000	75/457959	Versa Sport
Snowbear Limited	2597	CA	08-Jan-1997	TMA 484829	29-Oct-1997	833192	V-TOP
Snowbear Limited	65496	CA	07-Jun-1996	TMA 480481	14-Aug-1997	814624	Versacap
Snowbear Limited	93797	US				75/330712	V-TOP
Snowbear Limited	148298	CA	16-Oct-1998			893790	Subzone
Snowbear Limited	149098	US	20-Jan-2000			75/899992	Subzone & Design
Superior Lubricants Company, Inc.		CA	25-Oct-1993	TMA 433,540	16-Sep-1994	0739773	Snowbear
Superior Lubricants Company, Inc.		US	19-Nov-1993	2002074	24-Sep-1996	74/46062	Snowbear
Superior Lubricants Company, Inc.		CA	05-Oct-1994	TMS 448141	22-Sep-1995	0765530	Winterwolf
Superior Lubricants Company, Inc.		US	24-Jan-1994	1871049	03-Jan-1995	74/481563	Winterwolf
Superior Lubricants Company, Inc.		US	09-Nov-1995	2008450	15-Oct-1996	75/017211	Proshovel
Superior Lubricants Company, Inc.		US	09-Nov-1995	2008451	15-Oct-1996	75/017212	Pro Winch 90
Superior Lubricants Company, Inc.		US	09-Nov-1995	2006255	08-Oct-1996	75/017399	Pro Winch 200
Snowbear Products Co. Inc.		US	11-Jun-1996	2122363	16-Dec-1997	75/117088	Sunshell

SCHEDULE "B"
LICENSED USERS OF TRADE-MARKS

LICENSE PARTICULARS (NAME OF LICENSEE, DATE AND TERM OF LICENSE):

OTHER RELEVANT INFORMATION: