

12/9/02

12-12-2002

FORM PTO-1594

U.S. Department of Commerce
Patent and Trademark Office
Attorney Docket No. 3362.0014



To the Honorable Commissioner of Patents

102308915

d original documents or copy thereof.

1. Name(s) of conveying party(ies):
Noranda Inc.

Individual(s)
 Association
 Limited Partnership
 Corporation
 General Partnership
 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: May 3, 2002



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

Name: Noranda Income Limited Partnership

Address: PO Box 10424, Pacific Centre, 1300
777 Dunsmuir Street
Vancouver, B.C., CANADA V7Y 1K2

Individual(s)
 Association
 General Partnership
 Limited Partnership - Canada
 Corporation
 Other:

If assignee is not domiciled in the United States, a domestic representative is attached: Yes No

(Designation must be a separate document from Assignment)

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

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

A. Trademark Application Number(s):
1,125,142

B. Trademark Registration Number(s):

Additional numbers attached? Yes No

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

Name: Arthur S. Garrett

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40

Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

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.

Arthur S. Garrett

 Name of person signing

Arthur S. Garrett

 Signature

December 9, 2002

 Date

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Total number of pages including cover sheet, attachments and documents: 4

TRADEMARK
REEL: 002631 FRAME: 0855



Attorney Docket: 3362.0014

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Noranda Income Limited Partnership (as assigned by Noranda Inc.)
Reg. Number: 1,125,142
Issue Date: September 18, 1979
Mark: CEZINC (stylized)

COMMISSIONER FOR TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202-3513

ATTN: BOX POST REG NO FEE

DESIGNATION OF DOMESTIC REPRESENTATIVE

Finnegan, Henderson, Farabow, Garrett & Dunner, L.L.P., having a postal address at 1300 I Street, N.W., Washington, D.C. 20005-3315, is hereby designated as the registrant's representative upon whom notice or process in proceedings affecting the mark may be served.

NORANDA INCOME LIMITED
PARTNERSHIP (as assigned by
Noranda Inc.)

By: Lucy Rosato

Name: Lucy Rosato

Title: President and Chief Executive Officer

Date: November 25, 2002

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FINNEGAN
HENDERSON
FARABOW
GARRETT &
DUNNER LLP

1300 I Street, NW
Washington, DC 20005
202.408.4000
Fax 202.408.4400
www.finnegan.com

TRADEMARK

REEL: 002631 FRAME: 0856

TRADE-MARK ASSIGNMENT IN CANADA AND IN THE UNITED STATES

BETWEEN: **NORANDA INC.**, having its head office and principal place of business at 240, Hymus Boulevard, Pointe-Claire, Quebec, Canada H9R 1G5

(hereinafter the "Assignor");

AND: **NORANDA INCOME LIMITED PARTNERSHIP**, having its registered office at P.O. Box 10424, Pacific Centre, 1300-777 Dunsmuir Street, Vancouver, B.C., Canada V7Y 1K2

(hereinafter the "Assignee");

WHEREAS the Assignor is the owner of the trade-mark CEZINC (Canadian registration no. 137,218 and United States registration No. 1,125,142);

WHEREAS the Assignor wishes to assign to the Assignee the trade-mark CEZINC including all of the Assignor's rights, title and interest in and to the trade-mark CEZINC Canadian registration No. 137,218 and the United States registration No. 1,125,142;

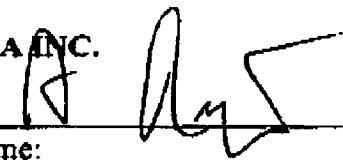
NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. For one dollar (\$ 1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns to the Assignee all the rights, title and interest in and to the trade-mark CEZINC together with all the rights, title and interest in and to the Canadian registration No.137,218 and the United States registration No. 1,125,142 for the said mark, including the rights, title and interest to any goodwill connected with any use of said trade-mark and any related trade-marks and names comprising the expression CEZINC or CEZ (hereinafter the "Trade-Mark").
2. The Assignee becomes the owner of all rights, title and interest in the Trade-Mark.
3. The Assignor and the Assignee agree to sign all other documents which may be useful and necessary to give effect to the foregoing or to establish that the Assignor does not have any other right, title and interest in and to the Trade-Mark and the registrations thereof.

- 4. The parties hereto declare that they have requested the present agreement to be drawn up in English. Les parties aux présentes déclarent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise.
- 5. The Assignee is a limited partnership formed under the *Partnership Act* (British Columbia), a limited partner under which Act is only liable for any of its liabilities or any of its losses to the extent of the amount that the limited partner has contributed or agreed to contribute to its capital and the limited partner's *pro rata* share of any undistributed income.


SIGNED at _____, this 3rd day of May, 2002.

NORANDA INC.

By: 

Name:

Title:

By: 

SIGNED at _____, this 3rd day of May, 2002.

NORANDA INCOME LIMITED
PARTNERSHIP BY ITS GENERAL PARTNER
NILP GENERAL PARTNER LTD

By: 

Name:

Title: