

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sternson Limited		02/28/2002	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Eaglebrook, Inc. of Canada		
Street Address:	100 Macintosh Boulevard		
City:	Concord		
State/Country:	ONTARIO		
Postal Code:	L4K 4P3		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Registration Number:	1668135		
Registration Number:	1671513		
Registration Number:	1429705		
CORRESPONDENCE DATA			
Fax Number:	(413)548-9338		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	hiebert@samuelsTM.com		
Correspondent Name:	Timothy H. Hiebert		
Address Line 1:	225 Franklin Street, Suite 3300		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	MACRAE		
NAME OF SUBMITTER:	Timothy H. Hiebert		

CH \$90.00 1668135

Total Attachments: 3

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Aug-12-2002 03:24pm From: WATEROUS HOLDEN

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T-213 P.005/015 F-186

ASSIGNMENT OF TRADEMARK (UNITED STATES)

FOR \$100 Canadian (one hundred Canadian dollars), the receipt of which is hereby acknowledged,

STERNSON LIMITED, a Canadian corporation with a place of business at 4 Cowan Street East, Princeton, Ontario, N0J 1V0, Canada (the "ASSIGNOR"),

hereby sells, assigns, transfers, and sets over to

EAGLEBROOK, INC. OF CANADA, a corporation organized under the laws of Ontario with a place of business at 100 Macintosh Boulevard, Concord, Ontario L4K 4P3, Canada (the "ASSIGNEE"),

the entire right, title, and interest in and to the trademarks identified in Exhibit A, attached hereto (the "Trademarks"), together with the good will of the business in connection with which the Trademarks have been and are being used, all rights to continue said registrations, all common law rights associated therewith, together with the right to bring and maintain actions based on the Trademarks, including actions for past infringements.

1. The ASSIGNOR agrees, at the expense of the Assignee:
 - (a) to execute all papers
 - (i) to be used in connection with assigning rights under the Trademarks and all foreign counterparts to the ASSIGNEE and filing or prosecuting any additional registrations or applications as the ASSIGNEE may deem necessary or expedient,
 - (ii) in connection with any legal or quasi-legal proceedings relating to the Trademarks, and
 - (iii) which may be necessary for the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements;
 - (b) to cooperate with the ASSIGNEE in obtaining evidence and going forward in any such proceedings; and
 - (c) to perform all other acts which may be reasonably necessary or desirable to defend or obtain a grant of a registration for said Trademarks in any country throughout the world.

2. The ASSIGNOR covenants and warrants that it has full right to convey the entire right, title, and interest by this instrument, free of any encumbrances, and that no other agreement has been or will be executed in conflict herewith.

3. The ASSIGNOR grants to the ASSIGNEE and to the law firm of Michael Best & Friedrich LLC of Chicago, Illinois, including but not limited to the following individuals, Charles A. Laff, Louis Altman, Robert S. Beiser, Lisa C. Childs, William A. Mcunier, Larry L. Saret, Martin L. Stern, Barry W. Suffrin, Marshall W. Sutker, Sean S. Swidler, Kevin C. Trock, Warren Whitesel, Jane Wright-Mitchell, Robert A. Yesukevich, the authority and power to insert on this instrument any further identification necessary or desirable for purposes of recordation in any country.

Dated: February 28, 2002

[Handwritten Signature]

Signature of Donald Hunt, President for ASSIGNOR
[Name and Title]

[Handwritten Signature]

Signature of Maureen Cowan, Director for ASSIGNOR
[Name and Title]

I certify that the above-identified ASSIGNOR, personally known to me to be the same person or persons who signed the foregoing instrument, appeared before me this day in person and acknowledged that the said instrument was signed and delivered as the free and voluntary act of the ASSIGNOR for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of February, 2002.

[Handwritten Signature]
NOTARY DOES NOT EXPIRE

ACCEPTANCE

Dated: February 28th, 2002

[Handwritten Signature]

Signature of William W. Wowchuk, President for ASSIGNEE
[Name and Title]

I certify that the above-identified ASSIGNEE, personally known to me to be the same person or persons who signed the foregoing instrument, appeared before me this day in person and acknowledged that the said instrument was signed and delivered as the free and voluntary act of the ASSIGNEE for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of February, 2002.

[Handwritten Signature]
NOTARY DOES NOT EXPIRE

Aug-12-2002 03:26pm From-WATEROUS HOLDEN

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T-213 P.007/C15 F-186

EXHIBIT A

<u>Trademark Name</u>	<u>Registration Number</u>
Sternson (name)	1,668,135
Sternson (logo)	1,671,513
SternPAC (in special showing)	1,429,705

TRADEMARK

RECORDED: 06/24/2003

REEL: 002673 FRAME: 0409