

ID NO. 700050878

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

TRADEMARKS ONLY

Patent and Trademark Office

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

1. Name of conveying party(ies):
Winterco Discount Skiwear Inc.

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

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

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

Winterco Outdoor Inc.
1679 32nd Ave NE
Calgary, Alberta T2E 7Z5

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

Domestic representative is attached: Yes No
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 4, 2002

4. (A.) Trademark Application No.(s)

4. (B.) Trademark Registration No.(s)

2,113,625

Additional numbers attached? Yes No

5. Correspondence should be mailed to:

JULIE B. SEYLER
ABELMAN, FRAYNE & SCHWAB
150 East 42nd Street
New York, New York 10017-5612

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

1

CERTIFICATE OF FACSIMILE TRANSMISSION

Date of Deposit: November 6, 2003

I hereby certify that this correspondence is being facsimile transmitted to the United States Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy, Suite 320, Washington, C.C. 20231

JULIE B. SEYLER

(Name of person mailing paper or fee)


(Signature of person mailing paper or fee)

7. Total fee (37 CFR 3.41): \$ 40.00

Enclosed
(The said Deposit Account should be charged for any official fee not fully covered by the enclosed check)

Authorized to be charged to deposit account
Deposit account number: 01-0035

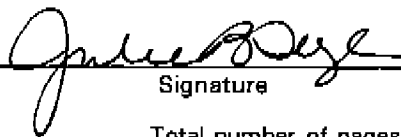
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

8. 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.

JULIE B. SEYLER
Name of Person Signing


Signature

11.6.03
Date

Total number of pages comprising cover sheet: 18

BILL OF SALE

This agreement made effective the 1st day of February, 2002.

BETWEEN:

PRICEWATERHOUSECOOPERS INC., acting solely
in its capacity as receiver and manager of Winterco
Discount Ski Wear Inc. and not in its personal capacity.

(hereinafter referred to as the "Grantor")

- and -

WINTERCO OUTDOOR INC.

(hereinafter referred to as the "Grantee")

WHEREAS the Grantor has been privately appointed as the receiver and manager of the undertakings, property, and assets of Winterco Discount Ski Wear Inc. ("Winterco") and is in possession of the assets more specifically described in Schedule "A" hereto (the "Assets"), and not in its personal capacity, and has agreed with the Grantee for the absolute sale of the Grantor's interest in the Assets to the Grantee.

AND WHEREAS this transaction was approved by the Court of Queen's Bench of Alberta on February 4, 2002.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of Five Hundred and Thirty Thousand Four Hundred Dollars (\$530,400.00), as adjusted, (the "Purchase Price") of lawful money of Canada and other good and valuable consideration, paid by the Grantee to the Grantor, the receipt and sufficiency of which are hereby acknowledged, the Grantor doth bargain, sell and assign to the Grantee all of the Grantor's right, title and interests in and to the Assets, which Assets are now situate on, in, about or upon the premises described in Schedule "B" hereto.

AND all of the Grantor's rights, title, interests, property, claims and demands whatsoever, both at law and equity, or otherwise howsoever, of the Grantor of, in, and to the Assets and every part thereof.

THE GRANTEE HEREBY RECOGNIZES AND ACKNOWLEDGES THAT the Assets are sold on an "as is-where is" basis and that there are no representations, warranties or conditions, whether express or implied (by law or by equity), with respect to the Assets including without limitation the merchantability of the Assets, the quality or fitness for any particular purpose of the Assets, or the conformity of the Assets to any descriptions. The Grantee acknowledges that it has conducted its own independent inspection of the Assets and is satisfied with the Assets in all respects.

THIS BILL OF SALE shall ~~enure to~~ be binding upon the parties hereto and their respective executors, administrators, successors, trustees and assigns, as the case may be.

THIS BILL OF SALE supercedes all other agreements and discussions between the parties respecting the Assets. There are no other agreements or provisions to this arrangement other than as are specifically set forth herein. All amendments to this Bill of Sale must be in writing and signed by the parties hereto.

THE PARTIES HERETO FURTHER COVENANT AND AGREE THAT with respect to the Federal Goods and Services Tax (the "G.S.T."); (i) the purchase price of the Assets, being Five Hundred and Thirty Thousand Four Hundred Dollars (\$530,400.00) shall exclude the amount of the G.S.T. payable by the Grantee, (ii) the Grantee is a G.S.T. registrant pursuant to the requirements of the Federal Excise Tax Act (Canada), having a G.S.T. registration number as follows: 368544115 which the Grantee warrants and represents will be validly registered at the date of the signing of this Bill of Sale by the Grantee, (iii) that as a G.S.T. registrant, the Grantee will either (a) remit all G.S.T. payable on its purchase of the Assets directly to the Grantor, on closing of this transaction, or (b) prepare and deliver to the Grantor for execution an election pursuant to section 167(1) of the Excise Tax Act (Canada), (iv) that provided, where requested, the

Grantor executes and returns an election form as provided for in clause (b) above, the Grantee and Don Soubolsky and Donna Soubolsky hereby indemnify and save harmless the Grantor from any G.S.T.-related liability which may be assessed against the Grantee as a result of any failure of the Grantee to remit G.S.T. to Canada Customs and Revenue Agency ("CCRA") or to file requisite documentation with CCRA as a result of the Grantor's reliance on this covenant.

THE GRANTOR COVENANTS AND AGREES with the Grantee, its successors and assigns, that it will from time to time and at all times hereafter, on every reasonable request of the Grantee, its successors and assigns, make, do and execute or cause and procure to be made, done and executed all further acts, deeds or assurances, including such reasonable allocation of the Purchase Price amongst the various components comprising the Assets as may be agreed upon by the Grantee and Grantor, as may be reasonably required by the Grantee, its successors and assigns, for more effectually and completely vesting in the Grantee, its successors and assigns, the Assets sold, assigned and transferred in accordance with the terms of this Bill of Sale or for the purpose of registration or otherwise.

THIS BILL OF SALE may be executed in any number of counterparts, no one of which need be executed by all parties and, when all taken together, shall constitute a fully executed agreement that shall be binding upon all parties, with the same force and effect as if all parties had signed the same document. Each complete collection of signed counterparts shall constitute an original agreement. Any party to this agreement may effect delivery of its respective execution by counterpart via telecopy transmission to any other party to this agreement and, in such case, shall provide an originally executed version of its execution upon request of any other party to this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seal by their properly authorized representatives in the City of Calgary, in the Province of Alberta this 4th day of February, 2002.

PRICEWATERHOUSECOOPERS INC.,
in its capacity as receiver and manager of
the Assets of Winterco Discount Ski Wear
Inc., and not in its personal capacity

Per: [Signature]

WINTERCO OUTDOOR INC.

Per: [Signature]

[Signature]
DON SOUBOLSKY
[Signature]
DONNA SOUBOLSKY

[Signature]
WITNESS
[Signature]
WITNESS

THIS IS SCHEDULE "A" TO THAT CERTAIN BILL OF SALE BETWEEN PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS RECEIVER AND MANAGER OF THE PROPERTY AND ASSETS OF WINTERCO DISCOUNT SKI WEAR INC. AND NOT IN ITS PERSONAL CAPACITY, AND WINTERCO OUTDOOR INC, DATED THE 1st DAY OF FEBRUARY, 2002.

ASSETS

All personal and after acquired property in possession of the Grantor as of February 1, 2002 located at the Premises, including without limitation:

- (a) All stock located at the Premises (the "Inventory").
- (b) The following equipment (the "Equipment"):

Asset	Location	Quantity
Fax machine - Brother 2600	Allocated Stock	1
Book shelve black	Allocated Stock	1
Desk 3 way black	Allocated Stock	1
Office chairs black	Allocated Stock	8
Desk black	Allocated Stock	1
Desk oak	Allocated Stock	1
Desk 3 way grey	Allocated Stock	1
Filing Cabinets 4 drawer	Allocated Stock	2
Filing Cabinets 4 drawer	Allocated Stock	6
Paper shredder	Allocated Stock	1
Printer BW laser	Allocated Stock	1
Desk 2 way grey	Allocated Stock	1
Paper cutter	Allocated Stock	1
Table glass	Allocated Stock	1
Grid	Allocated Stock	4
Book shelf black	Allocated Stock	2
Credenza oak	Allocated Stock	1
Fork Lift	Allocated Stock	1
Vacuum cleaners	Allocated Stock	4
Grid 8'	Allocated Stock	20
Mannequin stands black	Allocated Stock	9
Mannequins	Allocated Stock	9
Rolling ladder - small	Allocated Stock	1
Step ladder 6'	Allocated Stock	4
Step ladder 3'	Allocated Stock	2

Rolling racks	Allocated Stock	9
Poles	Allocated Stock	9
Store racks 4 way	Allocated Stock	17
Store racks 4 way incomplete	Allocated Stock	1
Store racks 5' sale rack	Allocated Stock	6
Store racks 3 way	Allocated Stock	12
Plastic shelves 24"	Allocated Stock	48
Display tables 1 broke	Allocated Stock	3
Hardware	Allocated Stock	300
Blue 12" racking	Common warehouse	1
Lectra System with Plotter	Design	1
Projector	Computer	1
Printer colour	Printer area	1
E-Z Rect 12' uprights	Common warehouse	200
Mezanine complete with wood	Common warehouse	1
Old yellow 8' racking	Common warehouse	1
Remaining store hardware	Common warehouse	300
Computers	Head office	16
Remaining lab tops	Head office	2
Remaining 320 printers	Head office	4
Fax machines	Head office	3
Store fixtures Regina	Regina	1
Store fixtures Existing	Calgary/Saskatoon	3

(c) The trade names and associated goodwill (the "Trade Names"), including:

- (i) Winterco - registration # 377,383
- (ii) Summerco - registration # 398,419
- (iii) Dreimar - registration # 400,257
- (iv) Solitut - registration # 452,659
- (v) Tek Dokter - registration # 843,656
- (vi) Board Dokter - registration # 469,685
- (vii) Board Dokter USA - registration # 75/112,970
- (viii) H2pore - registration # 677,814
- (ix) Insulmax - registration # 458,243
- (x) Dok file # 4-3150

THIS IS SCHEDULE "B" TO THAT CERTAIN BILL OF SALE BETWEEN PRICEWATERHOUSECOOPERS INC., IN ITS CAPACITY AS RECEIVER AND MANAGER OF THE PROPERTY AND ASSETS OF WINTERCO DISCOUNT SKI WEAR INC. AND NOT IN ITS PERSONAL CAPACITY, AND WINTERCO OUTDOOR INC., DATED THE 1st DAY OF FEBRUARY, 2002.

Southcentre Mall
Unit 168 - 100 Anderson Rd. S.E.
Calgary, Alberta T2J 3V1

Market Mall
3625 Shaganappi Trail N.W.
Calgary, Alberta T3A 0E2

Calgary Warehouse
1679 - 32nd Avenue N.E.
Calgary, Alberta

Midtown Plaza
201, 1st Avenue South
Saskatoon, Saskatchewan S7K 1J9

Regina Warehouse
Unit #12 - 1212 K
Winnipeg Street
Regina, Saskatchewan

(collectively the "Premises")

ACTION NO. 0101-21396

**IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY**

**IN THE MATTER OF THE INTERIM RECEIVERSHIP OF WINTERCO
DISCOUNT SKI WEAR INC.**

**AND IN THE MATTER OF SECTION 47(1) OF THE BANKRUPTCY
AND INSOLVENCY ACT, R.S.C. 1985, C. B-3**

BEFORE THE HONOURABLE
MR. JUSTICE S. J. LOVECCHIO
IN CHAMBERS

) At the Court House, in the City of Calgary,
) in the Province of Alberta, on Monday, the
) 4th day of February, 2002.
)

ORDER

UPON THE APPLICATION of PricewaterhouseCoopers Inc., in its capacity as Interim Receiver of the undertakings, property and assets of Winterco Discount Ski Wear Inc. ("Winterco") (the "Receiver"), and in its capacity as Trustee of the estate of Winterco, a bankrupt (the "Trustee") (both such capacities, collectively, being referred to as "PwC"); AND UPON HEARING READ the Order of this Honourable Court dated November 30, 2001 (the "Interim Receiver Order"); AND UPON IT APPEARING THAT all interested and affected parties have been served with notice of this application; AND UPON HEARING READ the Affidavit of David Gagiaro, dated January 31, 2002, filed (the "Gagiaro Affidavit"); and the Affidavit of Ronica Cameron, dated February 1, 2002, filed; AND UPON HEARING counsel for PwC, Don and Donna Soubolsky (collectively, the "Soubolskys"), and various other parties;

IT IS HEREBY ORDERED AND DECLARED THAT:

1. Service of notice of this application in accordance with the particulars described in the Service Affidavit is good and sufficient and the time for service of this meeting is abridged to the time of service, in fact, given.
2. The sale of the Winterco assets (including without limitation the inventory, goods, equipment, and intellectual property in the possession of PwC and more particularly described in paragraph 15 of the Gagiaro Affidavit (collectively, the "Assets")) in

accordance with the terms and conditions set forth in the Offer to Purchase between the Receiver, as vendor, and the Soubolskys, as purchaser (the "Purchaser"), attached as Exhibit "B" to the Gagliero Affidavit (the "Sale Agreement"), and related transactions, is hereby approved notwithstanding section 60(11) of the *Personal Property Security Act*, S.A. 1988, c. P-4.05, as amended (the "PPSA"). No notice is required pursuant to section 60(8) of the PPSA in respect of this sale.

3. The Receiver is authorized to execute all deeds or documents, and to take all such steps, as may be necessary or advisable in the sole discretion of PwC in order to give effect to the sale of the Assets and the terms of the Sale Agreement.
4. The distributions made by the Receiver to date in favour of HSBC Bank of Canada, Business Development Bank of Canada ("BDBC"), and Trident Capital Partners, pursuant to paragraph 17 of the Interim Receiver Order be and are hereby approved and, subject to paragraph 5, below, amount to full and final payment in satisfaction of all obligations of Winterco to such secured parties other than in respect of their costs in connection with this application.
5. The issue of BDBC's entitlement to additional amounts owing to it in respect of prepayment and other charges be and is hereby reserved to be heard by a special application before this Honourable Court. The Receiver is hereby directed to maintain such reserves in respect of the adjudication as it, in its sole discretion, deems appropriate.
6. The appointment of PwC as Interim Receiver pursuant to section 47 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, is hereby terminated, effective as of the date of this Order, to allow for the private appointment of PricewaterhouseCoopers Inc. as receiver and manager of the undertaking, property, and assets of Winterco (the "Receiver").
7. Calvin Robb be and is hereby confirmed as an inspector of Winterco's bankrupt estate notwithstanding his client, George-Bond (Ont.) Corp., was a party to a contested action against the bankrupt estate of Winterco.

02-07-02

09:53pm

From: [unreadable] [unreadable]

403-264-5100

T-150 P.006/012 F-261

- 3 -

- 8. FWC, BDBC, and the Purchaser be and are hereby at liberty to reapply for such further advice, assistance, and direction as may be necessary to give full force and effect to the terms of this Order.
- 9. Service of this Order is hereby dispensed with except on the parties referred to in the Receiver's Affidavit and on the parties completing the attendance sheet at this application. Service of this Order upon such parties may be effected by facsimile transmission or courier delivery and, where so effected, shall be deemed received on the date transmission was confirmed or the date when the courier was sent to the address of the recipient. Service effected as aforesaid shall be good and sufficient.

OPR/ASSIGNMENTS

11/4/03 1:37 PAGE 14/20

Righthram

10/31/2003 14:01 FAX 212 948 9180

ABELMAN FRAYNE

+ PTD - ASSIGN-DIV 013/018

02-07-02 03:52pm Free-trader milner casgrain

402-258-3100

T-360 P.007/012 F-361

10. This Order may be approved by counterpart, and delivered via telecopy.

"S. J. LoVecchio"
I.C.Q.B.A.

ENTERED this 7th day of February, 2002

JIM McLAUGHLIN (COURT)
Clerk of the Court

APPROVED AS TO FORM AND CONTENT AS THE ORDER GIVEN:

~~FRASER MILNER CASGRAIN LLP~~
~~Solicitor for Fraser Milner Casgrain Inc.~~
Per: David W. Mann

MACLEOD DIXON LLP
Solicitor for Don and Donna Soubolsky
Per: Ricki Johnston

OFFICE OF THE SUPERINTENDENT OF
BANKRUPTCY
Per: Wayne Weyts/Barry Schur

MILES DAVISON McCARTHY &
McNIVEN LLP
Solicitor for Business Development Bank of
Canada
Per: Mark Daman

BORDEN LADNER GERVAIS LLP
Solicitor for HSBC Bank of Canada
Per: Josef Kruger

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02-07-02 03:53pm Fras-fraser milner casegrain

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02-04-02 03:42pm Fras-fraser milner casegrain

403-238-3100

T-930 P.007/018 P-328

- 4 -

10. This Order may be approved by consent, and delivered via telecopy.

I.C.Q.B.A.

ENTERED this ____ day of February, 2002

Clerk of the Court

APPROVED AS TO FORM AND CONTENT AS THE COUNSEL GIVEN:

FRASER MILNER CASGRAIN LLP
Solicitors for Frasersubway Company Inc.

MACLEOD DIXON LLP
Solicitors for Don and Donna Susholsky

Per: David W. Mann

Per: [Signature]

OFFICE OF THE SUPERINTENDENT OF
BANKRUPTCY

MOLES, DAVISON MCCARTHY &
MONTGOMERY LLP
Solicitors for Business Development Bank of
Canada

Per: Wayne Weyer/Barry Schae

Per: Mark Dumas

BORDEN LAMONT GERVAS LLP
Solicitors for HSBC Bank of Canada

Per: Janet Kruger

419663

02-07-02 02:53am Fraser-fraser milner casgrain

403-200-3100

T-350 P.008/012 F-361

- 4 -

10. This Order may be approved by counterpart, and delivered via teletcopy.

J.C.Q.B.A.

ENTERED this ____ day of February, 2002

Clerk of the Court

APPROVED AS TO FORM AND CONTENT AS THE ORDER GIVEN:

FRASER MILNER CASGRAIN LLP
Solicitor for Picewanawachoua Coopers Inc.

MACLEOD DIXON LLP
Solicitor for Don and Donna Soubolsky

Per: _____
David W. Mann

Per: _____
Ricki Johnson

OFFICE OF THE SUPERINTENDENT OF
BANKRUPTCY

MILES DAVISON McCARTHY &
McNIVEN LLP
Solicitor for Business Development Bank of
Canada

Per: _____
Wayne Wesley Harry Schur

Per: _____
Mark Damm

BORDEN LADNER GERVAIS LLP
Solicitor for HSBC Bank of Canada

Per: _____
Josef Kruger

49886.1

FEB 04 2002 16:53

403 200 3100 PAGE 07

OPR/ASSIGNMENTS

11/4/03 1:37 PAGE 1/20

RIGHT FAX

10/31/2003 14:02 FAX 212 948 9180

ABELMAN FRAYNE

+ PTD - ASSIGN-DIV 016/018

02/13/02 FRI 17:11 FAX 403 264 3877

MACLEOD DIXON

403-260-3100

T-350 P.010/012 F-381

02-07-02 02:53pm From:fraser milner casgrain

- 4 -

10. This Order may be approved by counterpart, and delivered via teletcopy.

ICQBA.

ENTERED this ____ day of February, 2002

Clerk of the Court

APPROVED AS TO FORM AND CONTENT AS THE ORDER GIVEN:

FRASER MILNER CASGRAIN LLP
Solicitor for PricewaterhouseCoopers Inc.

Per: David W. Mason

MACLEOD DIXON LLP
Solicitor for Dan and Dama Soubelsky

Per: Rick Johnston

OFFICE OF THE SUPERINTENDENT OF
BANKRUPTCY

Per: Wayne Woyts/Harry Schur

MILES DAVIDSON MCCARTHY &
MONTVEN LLP
Solicitor for Business Development Bank of
Canada

Per: Mark S. Damm
Mark Damm

BORDEN LADNER GERVAIS LLP
Solicitor for HSBC Bank of Canada

Per: Joseph Kruger

675000.2

10. This Order may be approved by counterpart, and delivered via telexcopy.

J.G.Q.B.A.

ENTERED this ____ day of February, 2002

Clerk of the Court

APPROVED AS TO FORM AND CONTENT AS THE ORDER GIVEN:

FRASER MILNER CASGRAIN LLP
Solicitor for PricewaterhouseCoopers Inc.

MACLEOD DIXON LLP
Solicitor for Don and Dama Soubolsky

Per: _____
David W. Mann

Per: _____
Ricki Johnston

OFFICE OF THE SUPERINTENDENT OF
BANKRUPTCY

MILES DAVISON MCCARTHY &
McNIVEN LLP
Solicitor for Business Development Bank of
Canada

Per: _____
Wayne Weyts/Barry Schur

Per: _____
Mark Demm

BORDEN LADNER GERVAIS LLP
Solicitor for HSBC Bank of Canada

Per: _____
Joel Krueger

479068_2

1-842 1/05/03 P-351

firm-BORDEN LADNER GERVAIS 02 08 1800

Action No. 0101-21336

IN THE COURT OF QUEEN'S
BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE INTERIM
RECEIVERSHIP OF WINTERCO DISCOUNT
SKI WEAR INC.

AND IN THE MATTER OF SECTION 47(1) OF
THE BANKRUPTCY AND INSOLVENCY ACT,
R.S.C. 1985, C. B-3

ORDER
dated February 4th, 2002.

FRASER MILNER CASGRAIN LLP
Barristers and Solicitors
30th Floor, Fifth Avenue Place
237 - 4th Avenue S.W.
Calgary, Alberta
T2P 4X7

Solicitor: David W. Mann
Telephone: (403) 268-7097
Facsimile: (403) 268-3100
File: 174886-11

478066_3

RECEIVED
FEB 07 2002

Statement of Adjustments

Re: Bill of Sale dated February 1, 2002 among PricewaterhouseCoopers Inc. in its capacity as receiver and manager of Winterco Discount Ski Wear Inc. and Winterco Outdoor Inc.

ADJUSTMENT DATE: February 1, 2002

PURCHASE PRICE OF INVENTORY	\$ 109,474.41
(40% of \$273,686.02)	
PURCHASE PRICE OF EQUIPMENT AND TRADE NAMES	\$ 420,000.00
UTILITIES	\$ X.XX
TELEPHONE CHARGES	\$ X.XX
BUSINESS TAXES	\$ X.XX
COMMERCIAL LEASE CHARGES	\$ X.XX
(MINUS) FUNDS COLLECTED ON BEHALF OF WINTERCO OUTDOOR INC. AS OF FEBRUARY 1, 2002	\$ X.XX
FINAL PURCHASE PRICE*	\$ XXX.XX

* Subject to further adjustments as relevant information becomes available.

PRICEWATERHOUSECOOPERS INC.,
in its capacity as receiver and manager of
the Assets of Winterco Discount Ski Wear
Inc., and not in its personal capacity

WINTERCO OUTDOOR INC.

Per: [Signature]

Per: [Signature]