

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peter Klauber & Associates Inc.		04/30/2004	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	Mann Brush Manufacturing Ltd.
Street Address:	1700 Beaulac
City:	St-Laurent
State/Country:	QUEBEC
Postal Code:	H4R 1W8
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	1477732	HI-DUR
Registration Number:	1422898	CANZORB
Registration Number:	1422897	SARALAN
Registration Number:	1430287	INTREPID
Registration Number:	1421969	CHALLENGER

CORRESPONDENCE DATA	
Fax Number:	(503)778-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	503-778-2116
Email:	trademarks@lanepowell.com
Correspondent Name:	Anne W. Glazer
Address Line 1:	601 SW Second Avenue
Address Line 2:	Suite 2100
Address Line 4:	Portland, OREGON 97204-3158

ATTORNEY DOCKET NUMBER:	706904.0018
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NAME OF SUBMITTER:	J. Alfred Murray
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OP \$140.00 1477732

Total Attachments: 2

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ASSIGNMENT

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

WHEREAS **CANCOT INDUSTRIES INC.**, a corporation of Canada, whose full post office address is **5485 Des Grandes Prairies Boulevard, St. Léonard, Québec, Canada H1R 1B1** (hereinafter referred to as the "CANCOT") is the registered owner of the entire rights, title and interest in and to the following trademarks:

<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
HI-DUR	73/659,502	1,477,732
CANZORB	73/600,571	1,422,898
SARALAN	73/600,570	1,422,897
INTREPID	73/600,569	1,430,287
CHALLENGER	73/600,568	1,421,969

(hereinafter referred to as the "trademarks");

WHEREAS **PETER KLAUBER AND ASSOCIATES INC.**, whose full post office address is 33 Fountain Drive, Dollard des Ormeaux, Québec H9B 1X9 (hereinafter referred to as the "Assignor"), in its own capacity and as custodian and agent for those certain lenders under a loan and intercreditor agreement dated August 15, 2003 and as the secured creditor of the assets and undertaking of CANCOT pursuant to a deed of movable hypothec published at the Register of Personal and Movable Real Rights under number 03-0427133-0002 and a second hypothec published at the Register of Personal and Movable Real Rights under numbers 03-0427133-0004 and 03-0427133-0005 (collectively, the "Hypothecs"), has been vested with legal seizin in and to the trademarks;

WHEREAS **MANN BRUSH MANUFACTURING LTD.**, a corporation of Canada, whose full post office address is 1700 Beaulac, St-Laurent, Quebec H4R 1W8 ((hereinafter referred to as the "Assignee") is desirous of acquiring the entire rights, title and interest in the U.S.A. in and to the trademarks

NOW, THEREFORE, the Assignor declares as follows:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns and transfers to the Assignee, the entire rights, title and interest in the U.S.A. in and to the trademarks, and the goodwill of the business in the U.S.A. associated therewith and symbolized thereby.

The Assignor further assigns to the Assignee the right to sue for past infringement and to recover and retain all damages and profits arising therefrom.

The Assignor warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the aforesaid trademark of which the Assignee has not otherwise been advised.

Assignor warrants that, upon the request of the Assignee, it shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do all other acts necessary to carry out the intent of this agreement, as well as to provide such other material, information and/or assistance as Assignee may consider necessary.

The assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

SIGNED AT Montréal, Québec, Canada

this 29th day of APRIL, 2004

PETER KLAUBER AND ASSOCIATES INC.

in its own capacity and as custodian and agent for those certain lenders under a loan and intercreditor agreement dated August 15, 2003 and in exercise of its rights under the Hypothecs

By:



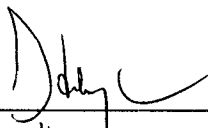
Name : PETER KLAUBER
Title : PRESIDENT

SIGNED AT Montréal, Québec, Canada

this 30th day of APRIL, 2004

MANN BRUSH MANUFACTURING LTD.

By:



Name : Hilary Mann
Title : President