


DRINKER BIDDLE & REATH LLP

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 (202) 842-8800

<p>1. NAME OF CONVEYING PARTY:</p> <p>Tangiers International Limited a New York corporation</p>	<p>2. NAME AND ADDRESS OF RECEIVING PARTY:</p> <p>NORTHPEAK INTERNATIONAL INC. a corporation of Canada 8300 Cote de Liesse Road Suite 104 Ville Saint-Laurent Quebec Canada H4T 1G7</p>
<p>X Assignment</p> <p><input type="checkbox"/> Change of Name <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Other _____</p> <p>Date Executed: March 17, 2004 Date Effective: March 17, 2004</p>	<p>2A. ASSIGNEE A FOREIGN ENTITY:</p> <p>Yes</p> <p>2B. DOMESTIC REPRESENTATIVE DESIGNATED:</p> <p>Yes</p>
<p>4A. TRADEMARK APPLICATION NOS.:</p> <p>Ser. No. 78/276,005</p> <p>Additional numbers attached? NO</p>	<p>4B. TRADEMARK REGISTRATION NO(S).:</p> <p>Additional numbers attached? NO</p>
<p>Jennifer L. Dean Drinker Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 Ph: 202-842-8800</p>	
<p>6. TOTAL NUMBER OF TITLES: 1</p> <p>7. TOTAL FEE: \$40.00</p> <p>8. CHARGE FEES TO: DEP. ACCT. NO. 50-0573</p> <p>Our Ref: 33250.300/205836</p>	<p>9. The undersigned declares to the best of her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original document.</p> <p> Jennifer L. Dean Date: June <u>23</u>, 2005 Page 1 of 2</p>

FILED BY FACSIMILE TO: (703)306-5995
June 23, 2005



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT

WHEREAS TANGIERS INTERNATIONAL, LTD., whose full post office address is 32 West 33rd Street, New York City, New York 10001, United States of America, is the owner of the U.S. application no. 78/276,005 for the trade mark "TANGERINE" together with all goodwill and reputation attached thereto (hereinafter referred to as the "Assigned Mark"); and

WHEREAS NORTHPEAK INTERNATIONAL INC., whose full post office address is 8300 Côte de Liesse Road, Suite 104, Ville Saint-Laurent, Québec, Canada, H4T 1G7, is desirous of acquiring the entire right, title and interest in and to the Assigned Mark and the application therefore.

NOW THEREFORE for good and valuable consideration, the receipt of which is hereby acknowledged, **TANGIERS INTERNATIONAL, LTD.** does hereby sell, assign, set over and transfer to **NORTHPEAK INTERNATIONAL INC.** the entire right, title and interest in and to the Assigned Mark and the application therefore, together with the whole of the goodwill and reputation attached thereto, to be held and enjoyed by **NORTHPEAK INTERNATIONAL INC.** for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term for which registration of the Assigned Mark, may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by **TANGIERS INTERNATIONAL, LTD.** if this assignment had not been made; together with all claims and damages by reason of past infringement of the Assigned Mark with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

DATED AT VILLE SAINT-LAURENT, QUEBEC, THIS 17TH DAY OF MARCH, 2004.

TANGIERS INTERNATIONAL, LTD.

PER: _____ 

DATED AT VILLE SAINT-LAURENT, QUEBEC, THIS 17TH DAY OF MARCH, 2004.

NORTHPEAK INTERNATIONAL INC.

PER: _____ 

trademarks\3919-13 - US assignment