

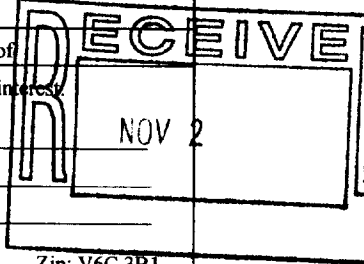
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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

10/28/98



To the Honorable Commissioner of Patents and Trademarks. Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Great Pacific Industries Inc.  
1055 West Hastings Street, Suite 1600  
Vancouver, British Columbia, V6E 2H2  
Canada

- Individual(s)
- General Partnership
- Corporation British Columbia
- Other
- Association
- Limited Partnership

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

3. Nature of Conveyance:

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

Effective Date: October 16, 1998

2. Name and Address of Party(ies) receiving an interest:

Name: Royal Bank of Canada  
Street Address: 666 Burrard Street, 23rd Floor  
Internal Address: Vancouver  
City: British Columbia State: Canada Zip: V6C 3B1

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

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

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

A. Trademark Application No.(s): 74/487,786  
75/242,014 74/560,085 75/086,500  
74/402,889 75/242,015

B. Trademark Registration No.(s): 1,330,844 1,329,057  
1,893,286

Additional numbers attached?  Yes  No

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

Name: Mark H. Webbink, Esq.  
Internal Address: Moore & Van Allen, PLLC  
Street Address: 2200 West Main Street, Suite 800  
City: Durham State: NC ZIP: 27705

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.4): \$ 240.00

- Enclosed
- Authorized to be charged to deposit account (Any Deficiency)

8. Deposit account number: 13-4365

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

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.*

Mark H. Webbink, Esq.  
Name of Person Signing

[Signature]  
Signature

10/28/98  
Date

Total number of pages including cover sheet, attachments and document: 35

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner Of Patent And Trademarks, Washington, DC 20231, BOX ASSIGNMENTS.

TIM KROU  
(Typed or printed name of person signing the certificate)

[Signature]  
(Signature of the person signing the certificate)

10/28/98  
(Date of Signature)

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CANADA ) TO THOSE THAT THIS MAY CONCERN:  
 )  
PROVINCE OF )  
 )  
BRITISH COLUMBIA )

I, Linda Parsons, a Notary Public in and for the Province of British Columbia, certify and attest that the paper writing hereto annexed is a true and correct copy of the General Security Agreement signed on October 16, 1998, granting security from Great Pacific Industries Inc. to Royal Bank of Canada.

This notarial certificate is signed by me at Vancouver, British Columbia on October 21, 1998.

(seal)



\_\_\_\_\_  
A Notary Public in and for the Province of British Columbia.

LINDA I. PARSONS  
BARRISTER & SOLICITOR  
DAVIS & COMPANY  
2800 - 666 Burrard Street  
Vancouver, B.C. V6C 2Z7  
687-9444

# GENERAL SECURITY AGREEMENT - FLOATING CHARGE ON LAND

## 1. SECURITY INTEREST

(a) For value received, the undersigned ("Debtor") hereby grants to ROYAL BANK OF CANADA ("RBC") a security interest, mortgage and charge (hereinafter collectively referred to as the "Security Interest") as hereinafter provided:

(i) a security interest in the undertaking of Debtor and all of Debtor's present and after acquired personal property including, without limitation, all Goods (including all parts, accessories, attachments, special tools, additions and accessions thereto), Chattel Paper, Documents of Title (whether negotiable or not), Instruments, Intangibles, Money and Securities now owned or hereafter owned or acquired by or on behalf of Debtor (including such as may be returned to or repossessed by Debtor) and including, without limitation, all of the following now owned or hereafter owned or acquired by or on behalf of Debtor:

- A. all Inventory of whatever kind and wherever situate;
- B. all equipment (other than Inventory) of whatever kind and wherever situate, including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles of whatsoever nature or kind;
- C. all Accounts and book debts and generally all debts, dues, claims, choses in action and demands of every nature and kind howsoever arising or secured and whether arising in connection with an interest in real or personal property or otherwise, including letters of credit and advices of credit, which are now due, owing or accruing or growing due to or owned by or which may hereafter become due, owing or accruing or growing due to or owned by Debtor ("Debts");
- D. all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper or Documents of Title or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
- E. all contractual rights and insurance claims; and
- F. all patents, industrial designs, trade-marks, including without limitation, those listed on Schedules C and D, trade secrets and know-how including without limitation environmental technology and biotechnology, confidential information, trade-names, goodwill, copyrights, personality rights, plant breeders' rights, integrated circuit topographies, software and all other forms of intellectual and industrial property, and any registrations

and applications for registration of any of the foregoing (collectively "Intellectual Property");

- (ii) a mortgage and charge as and by way of a floating charge, in all of Debtor's present and after acquired interest in property, assets and undertaking not secured in i) above, including all real, immoveable and leaseholds property and all easements, rights-of-way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including without limitation, all structures, plant and other fixtures now owned or hereafter owned or acquired by or on behalf of Debtor (hereinafter collectively referred to as "Real Property"); and
- (iii) a security interest in all property described in Schedule "E" or any replacement or additional Schedule "E" now or hereafter annexed hereto; and a Security Interest in all proceeds and renewals thereof, accretions thereto and substitution therefor,

all of the foregoing being hereinafter collectively referred to as the "Collateral".

(b) The Security Interest granted hereby shall not extend or apply to and Collateral shall not include the last day of the term of any lease or agreement therefor but upon the enforcement of The Security Interest Debtor shall stand possessed of such last day in trust to assign the same to an person acquiring such term.

(c) The terms "Goods", "Chattel Paper", "Document of Title", "Instrument", "Intangible", "Security proceeds", "Inventory", "equipment", "accession", "Money", "Account", "financing statement" and "financing change statement" whenever used herein shall be interpreted pursuant to their respective meanings when used in the *Personal Property Security Act* of British Columbia, which Act, including amendments thereto and any Act substituted therefor and amendments thereto is herein referred to as the "P.P.S.A.". Provided always that the term "Good" when used herein shall not include "consumer goods" of Debtor as that term is defined in the P.P.S.A. and the term "Inventory" when used herein shall include livestock and the young thereof after conception and crops that become such during the term of this Security Agreement. Any reference herein to "Collateral" shall, unless the context otherwise requires, be deemed a reference to "collateral or any part thereof".

## 2. INDEBTEDNESS SECURED

The Security Interest granted hereby secures payment and performance of any and all obligation indebtedness and liability of Debtor to RBC (including interest thereon) present or future, direct or indirect, absolute or contingent, matured or not, extended or renewed, wheresoever and howsoever incurred and any ultimate unpaid balance thereof and whether the same is from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and whether the Debtor be bound alone or with another or others and whether as principal or surety (hereinafter collectively called the "Indebtedness"). If the Security Interest in the Collateral is not sufficient, in the event of default, to satisfy all Indebtedness of the Debtor, the Debtor

acknowledges and agrees that the Debtor shall continue to be liable for any Indebtedness remaining outstanding and RBC shall be entitled to pursue full payment thereof.

### 3. REPRESENTATIONS AND WARRANTIES OF DEBTOR

Debtor represents and warrants and so long as this Security Agreement remains in effect shall be deemed to continuously represent and warrant that:

(a) the Collateral is genuine and owned by Debtor free of all security interests, mortgages, lien claims, charges, licences, leases, infringements by third parties, encumbrances or other adverse claim or interests (hereinafter collectively called "Encumbrances"), save for the Security Interest and those Encumbrances shown on Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption;

(b) all Intellectual Property applications and registrations are valid and in good standing and Debtor is the owner of the applications and registrations;

(c) each Debt, Chattel Paper and Instrument constituting Collateral is enforceable in accordance with its terms against the party obligated to pay the same (the "Account Debtor"), and the amount represented by Debtor to RBC from time to time as owing by each Account Debtor or by all Account Debtors will be the correct amount actually and unconditionally owing by such Account Debtor or Account Debtors, except for normal cash discounts where applicable, and no Account Debtor will have any defence, set off, claim or counterclaim against Debtor which can be asserted against RBC, whether in any proceeding to enforce Collateral or otherwise;

(d) the locations specified in Schedule "B" as to business operations and records are accurate and complete and with respect to Real Property and Goods (including Inventory) constituting Collateral, the locations specified in Schedule "B" are accurate and complete save for Goods in transit to such locations and Inventory on lease or consignment; and all buildings, fixtures or Goods about to become fixtures and all crops and all oil, gas or other minerals to be extracted and all timber to be cut which forms part of the Collateral will be situate at one of such locations;

(e) Debtor has disclosed to RBC all environmental and other matters which could have a material effect on the financial condition or operations of Debtor; and

(f) the execution, delivery and performance of the obligations under this Security Agreement and the creation of any security interest in or assignment hereunder of Debtor's rights in the Collateral to RBC will not result in a breach of any agreement to which Debtor is a party.

### 4. COVENANTS OF THE DEBTOR

So long as this Security Agreement remains in effect Debtor covenants and agrees:

(a) to defend the Collateral against the claims and demands of all other parties claiming the same or an interest therein; to diligently initiate and prosecute legal action against all infringers of Debtor's rights in Intellectual Property; to take all reasonable action to keep the Collateral free

from all Encumbrances, except for the Security Interest, licences which are compulsory under federal or provincial legislation and those shown in Schedule "A" or hereafter approved in writing by RBC, prior to their creation or assumption; and not to sell, exchange, transfer, assign, lease, license or otherwise dispose of Collateral or any interest therein without the prior written consent of RBC; provided always that, until default, Debtor may, in the ordinary course of Debtor's business, sell or lease Inventory and, subject to Clause 7 hereof, use Money available to Debtor;

(b) to notify RBC promptly of:

- (i) any change in the information contained herein or in the Schedules hereto relating to Debtor, Debtor's business or Collateral;
- (ii) the details of any significant acquisition of Collateral;
- (iii) the details of any claims or litigation affecting Debtor or Collateral;
- (iv) any loss or damage to Collateral;
- (v) any default by any Account Debtor in payment or other performance of its obligations with respect to Collateral; and
- (vi) the return to or repossession by Debtor of Collateral;

(c) to keep Collateral in good order, condition and repair and not to use Collateral in violation of the provisions of this Security Agreement or any other agreement relating to Collateral or any policy insuring Collateral or any applicable statute, law, by-law, rule, regulation or ordinance; to keep all agreements, registrations and applications relating to Intellectual Property and intellectual property used by Debtor in its business in good standing and to renew all agreements and registrations as may be necessary or desirable to protect Intellectual Property, unless otherwise agreed in writing by RBC; to apply to register all existing and future copyrights, trade-marks, patents, integrated circuit topographies and industrial designs whenever it is commercially reasonable to do so;

(d) to do, execute, acknowledge and deliver such financing statements, financing change statements and further assignments, transfers, caveats, mortgages, notices, documents, acts, matters and things (including further schedules hereto) as may be reasonably requested by RBC of or with respect to Collateral in order to give effect to these presents and to pay all costs for searches and filings in connection therewith;

(e) to pay all taxes, rates, levies, assessments and other charges of every nature which may be lawfully levied, assessed or imposed against or in respect of Debtor or Collateral as and when the same become due and payable;

(f) to insure Collateral for such periods, in such amounts, on such terms and against loss or damage by fire and such other risks as RBC shall reasonably direct with loss payable to RBC and Debtor, as insureds, as their respective interests may appear, and to pay all premiums therefor;

(g) to prevent Collateral, save Inventory sold or leased as permitted hereby, from being or becoming an accession to other property not covered by this Security Agreement;

(h) to carry on and conduct the business of Debtor in accordance with all applicable laws, in a proper and efficient manner and so as to protect and preserve Collateral and to keep, in accordance with generally accepted accounting principles, consistently applied, proper books of account for Debtor's business as well as accurate and complete records concerning Collateral, and mark any and all such records and Collateral at RBC's request so as to indicate the Security Interest; and

(i) to deliver to RBC from time to time promptly upon request:

(i) any Documents of Title, Instruments, Securities, Chattel Paper and duplicate certificates of title to Real Property constituting, representing or relating to Collateral;

(ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to Collateral for the purpose of inspecting, auditing or copying the same;

(iii) all financial statements prepared by or for Debtor regarding Debtor's business;

(iv) all policies and certificates of insurance relating to Collateral; and

(v) such information concerning Collateral, Debtor and Debtor's business and affairs as RBC may reasonably request.

## 5. USE AND VERIFICATION OF COLLATERAL

Subject to compliance with Debtor's covenants contained herein and Clause 7 hereof, Debtor may, until default, possess, operate, collect, use and enjoy and deal with Collateral in the ordinary course of Debtor's business in any manner not inconsistent with the provisions hereof; provided always that RBC shall have the right at any time and from time to time to verify compliance by Debtor with Debtor's obligations under this Security Agreement (including through inquiries with governmental agencies) and the existence and state of the Collateral in any manner RBC may consider appropriate and Debtor agrees to furnish all assistance and information and to perform all such acts as RBC may reasonably request in connection therewith and for such purpose to grant to RBC or its agents access to all places where Collateral may be located and to all premises occupied by Debtor.

## 6. SECURITIES

If Collateral at any time includes Securities, Debtor authorizes RBC to transfer the same or any part thereof into its own name or that of its nominee(s) so that RBC or its nominee(s) may appear of record as the sole owner thereof; provided that, until default, RBC shall deliver promptly to Debtor all notices or other communications received by it or its nominee(s) as such registered owner and, upon demand and receipt of payment of any necessary expenses thereof, shall issue to Debtor or its order a proxy to vote and take all action with respect to such Securities. After default, Debtor waives all rights to receive any notices or communications received by RBC or its nominee(s) as such registered owner and agrees that no proxy issued by RBC to Debtor or its order as aforesaid shall thereafter be effective.

## 7. COLLECTION OF DEBTS

Before or after default under this Security Agreement, RBC may notify all or any Account Debtors of the Security Interest and may also direct such Account Debtors to make all payments on Collateral to RBC. Debtor acknowledges that any payments on or other proceeds of Collateral received by Debtor from Account Debtors, whether before or after notification of this Security Interest to Account Debtors and whether before or after default under this Security Agreement shall be received and held by Debtor in trust for RBC and shall be turned over to RBC upon request.

## 8. INCOME FROM AND INTEREST ON COLLATERAL

(a) Until default, Debtor reserves the right to receive any Money constituting income from or interest on Collateral and if RBC receives any such Money prior to default, RBC shall either credit the same against the Indebtedness or pay the same promptly to Debtor.

(b) After default, Debtor will not request or receive any Money constituting income from or interest on Collateral and if Debtor receives any such Money without any request by it, Debtor will pay the same promptly to RBC.

## 9. INCREASES, PROFITS, PAYMENTS OR DISTRIBUTIONS

(a) Whether or not default has occurred, Debtor authorizes RBC:

- (i) to receive any increase in or profits on Collateral (other than Money) and to hold the same as part of Collateral. Money so received shall be treated as income for the purposes of Clause 8 hereof and dealt with accordingly; and
- (ii) to receive any payment or distribution upon redemption or retirement or upon dissolution and liquidation of the issuer of Collateral; to surrender such Collateral in exchange therefor; and to hold any such payment or distribution as part of Collateral.



(b) If Debtor receives any such increase or profits (other than Money) or payments or distributions, Debtor will deliver the same promptly to RBC to be held by RBC as herein provided.

#### 10. DISPOSITION OF MONEY

Subject to any applicable requirements of the P.P.S.A. or other applicable law, all Money collected or received by RBC pursuant to or in exercise of any right it possesses with respect to Collateral shall be applied on account of Indebtedness in such manner as RBC deems best or, at the option of RBC, may be held unappropriated in a collateral account or released to Debtor, all without prejudice to the liability of Debtor or the rights of RBC hereunder, and any surplus shall be accounted for as required by law.

#### 11. EVENTS OF DEFAULT

The happening of any of the following events or conditions shall constitute default hereunder which is herein referred to as "default":

- (a) the nonpayment when due, whether by acceleration or otherwise, of any principal or interest forming part of Indebtedness or the failure of Debtor to observe or perform any obligation, covenant, term, provision or condition contained in this Security Agreement or any other agreement between Debtor and RBC;
- (b) the death of or a declaration of incompetency by a court of competent jurisdiction with respect to Debtor, if an individual;
- (c) the bankruptcy or insolvency of Debtor; the filing against Debtor of a petition in bankruptcy; the making of an authorized assignment for the benefit of creditors by Debtor; the appointment of a receiver or trustee for Debtor or for any assets of Debtor or the institution by or against Debtor of any other type of insolvency proceeding under the Bankruptcy and Insolvency Act or otherwise;
- (d) the institution by or against Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of Debtor;
- (e) if any Encumbrance affecting Collateral becomes enforceable against Collateral;
- (f) if Debtor ceases or threatens to cease to carry on business or makes or agrees to make a sale of a substantial portion of Debtor's assets or commits or threatens to commit an act of bankruptcy;
- (g) if any execution, sequestration, extent or other process of any court becomes enforceable against Debtor or if a distress or analogous process is levied upon the assets of Debtor or any part thereof; and

(h) if any certificate, statement, representation, warranty or audit report heretofore or hereafter furnished by or on behalf of Debtor pursuant to or in connection with this Security Agreement or otherwise (including, without limitation, the representations and warranties contained herein) or as an inducement to RBC to extend any credit to or to enter into this or any other agreement with Debtor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial contingent or unliquidated liability or claim against Debtor; or if upon the date of execution of this Security Agreement, there shall have been any material adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit report, which change shall not have been disclosed to RBC at or prior to the time of such execution.

#### 11A. REAL PROPERTY

(a) For all purposes, including without limitation any application to register a crystallized floating charge under the Land Title Act (British Columbia) against any Real Property, the floating charge created by this Security Agreement shall be crystallized and become a fixed charge upon the earliest of:

- (i) any one of the events described in Section 11 hereof;
- (ii) a declaration by RBC pursuant to Section 12 hereof; or
- (iii) RBC taking any action pursuant to Section 13 hereof to appoint a receiver or to enforce its Security Interest or realize upon all or any part of the Collateral.

(b) In accordance with the Property Law Act (British Columbia), the doctrine of consolidation applies to this Security Agreement.

#### 12. ACCELERATION

RBC, in its sole discretion, may declare all or any part of Indebtedness which is not by its terms payable on demand to be immediately due and payable, without demand or notice of any kind, in the event of default, or, if RBC considers itself insecure or that the Collateral is in jeopardy. The provisions of this clause are not intended in any way to affect any rights of RBC with respect to any Indebtedness which may now or hereafter be payable on demand.

#### 13. REMEDIES

(a) Upon default, RBC may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or an employee or employees of RBC or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and manager) of Collateral (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in its stead. Any such Receiver shall, so far as concerns responsibility for its acts, be deemed the agent of Debtor and not RBC, and RBC shall not be in any way responsible for any misconduct, negligence or nonfeasance on the part of

any such Receiver, its servants, agents or employees. Subject to the provisions of the instrument appointing it, any such Receiver shall have power to take possession of Collateral, to preserve Collateral or its value, to carry on or concur in carrying on all or any part of the business of Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including Debtor, enter upon, use and occupy all premises owned or occupied by Debtor constituting Collateral or wherein Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use Collateral directly in carrying on Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by RBC, all Money received from time to time by such Receiver in carrying out its appointment shall be received in trust for and paid over to RBC. Every such Receiver may, in the discretion of RBC, be vested with all or any of the rights and powers of RBC.

(b) Upon default, RBC may, either directly or through its agents or nominees, exercise any or all of the powers and rights given to a Receiver by virtue of the foregoing sub-clause (a).

(c) RBC may take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give valid and binding receipts and discharges therefor and in respect thereof and, upon default, RBC may sell, lease, license or otherwise dispose of Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as to RBC may seem reasonable.

(d) In addition to those rights granted herein and in any other agreement now or hereafter in effect between Debtor and RBC and in addition to any other rights RBC may have at law or in equity, RBC shall have, both before and after default, all rights and remedies of a secured party under the P.P.S.A. provided always, that RBC shall not be liable or accountable for any failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease, license or otherwise dispose of Collateral or to institute any proceedings for such purposes. Furthermore, RBC shall have no obligation to take any steps to preserve rights against prior parties to any Instrument or Chattel Paper or prior encumbrances on any Real Property whether Collateral or proceeds and whether or not in RBC's possession and shall not be liable or accountable for failure to do so.

(e) Debtor acknowledges that RBC or any Receiver appointed by it may take possession of Collateral wherever it may be located and by any method permitted by law and Debtor agrees upon request from RBC or any such Receiver to assemble and deliver possession of Collateral at such place or places as directed.

(f) Debtor agrees to be liable for and to pay all costs, charges and expenses incurred by RBC or any Receiver or agent appointed by it, whether directly or for services rendered (including solicitors costs on a solicitor and his own client basis and auditors costs and other legal expenses and Receiver and agent remuneration), in operating Debtor's accounts, preparing or enforcing this Security Agreement, inspecting and determining the state of the Collateral, taking and maintaining custody of, preserving, repairing, processing, preparing for disposition and disposing of Collateral

and in enforcing-or collecting Indebtedness and all such costs, charges and expenses, together with any amounts owing as a result of any borrowing by RBC or any Receiver appointed by it, as permitted hereby, shall be a first charge on the proceeds of realization, collection or disposition of Collateral and shall be secured hereby.

(g) RBC will give Debtor such notice, if any, of the date, time and place of any public sale or of the date after which any private disposition of Collateral is to be made as may be required by the P.P.S.A. or other applicable law.

(h) Upon default and receiving written demand from RBC, Debtor shall take such further action as may be necessary to evidence and effect an assignment or licensing of Intellectual Property to whomsoever RBC directs, including to RBC. Debtor appoints any officer or director or branch manager of RBC upon default to be its attorney in accordance with applicable legislation with full power of substitution and to do on Debtor's behalf anything that is required to assign, license or transfer, and to record any assignment, licence or transfer of the Collateral. This power of attorney, which is coupled with an interest, is irrevocable until the release or discharge of the Security Interest.

#### 14. MISCELLANEOUS

(a) Debtor hereby authorizes RBC to file such financing statements, financing change statements, caveats, mortgages, forms, security notices and other documents and do such acts, matters and things (including completing and adding schedules hereto identifying Collateral or any permitted Encumbrances affecting Collateral or identifying the locations at which Debtor's business is carried on and Collateral and records relating thereto are situate) as RBC may deem appropriate to perfect on an ongoing basis and continue the Security Interest, to protect and preserve Collateral and to realize upon the Security Interest and Debtor hereby irrevocably constitutes and appoints the Manager or Acting Manager from time to time of the herein mentioned branch of RBC the true and lawful attorney of Debtor, with full power of substitution, to do any of the foregoing in the name of Debtor whenever and wherever it may be deemed necessary or expedient.

(b) Without limiting any other right of RBC, whenever Indebtedness is immediately due and payable or RBC has the right to declare Indebtedness to be immediately due and payable (whether or not it has so declared), RBC may, in its sole discretion, set off against Indebtedness any and all amounts then owed to Debtor by RBC in any capacity, whether or not due, and RBC shall be deemed to have exercised such right to set off immediately at the time of making its decision to do so even though any charge therefor is made or entered on RBC's records subsequent thereto.

(c) Upon Debtor's failure to perform any of its duties hereunder, RBC may, but shall not be obligated to, perform any or all of such duties, and Debtor shall pay to RBC, forthwith upon written demand therefor, an amount equal to the expense incurred by RBC in so doing plus interest thereon from the date such expense is incurred until it is paid at the rate of 15 % per annum .

(d) RBC may grant extensions of time and other indulgences, take and give up security, accept compositions, compound, compromise, settle, grant releases and discharges and otherwise deal with Debtor, debtors of Debtor, sureties and others and with Collateral and other security as RBC may see fit without prejudice to the liability of Debtor or RBC's right to hold and realize the Security Interest. Furthermore, RBC may demand, collect and sue on Collateral in either Debtor's or RBC's name, at RBC's option, and may endorse Debtor's name on any and all cheques, commercial paper, and any other Instruments pertaining to or constituting Collateral.

(e) No delay or omission by RBC in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, RBC may remedy any default by Debtor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by Debtor. All rights and remedies of RBC granted or recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

(f) Debtor waives protest of any Instrument constituting Collateral at any time held by RBC on which Debtor is in any way liable and, subject to Clause 13 (g) hereof, notice of any other action taken by RBC.

(g) This Security Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns. In any action brought by an assignee of this Security Agreement and the Security Interest or any part thereof to enforce any rights hereunder, Debtor shall not assert against the assignee any claim or defence which Debtor now has or hereafter may have against RBC. If more than one Debtor executes this Security Agreement the obligations of such Debtors hereunder shall be joint and several and, unless the context otherwise requires, a reference to "Debtor" herein shall be deemed to be a reference to each of the undersigned.

(h) Save for any schedules which may be added hereto pursuant to the provisions hereof, no modification, variation or amendment of any provision of this Security Agreement shall be made except by a written agreement, executed by the parties hereto and no waiver of any provision hereof shall be effective unless in writing.

(i) Subject to the requirements of Clauses 13 (g) and 14 (j) hereof, whenever either party hereto is required or entitled to notify or direct the other or to make a demand or request upon the other, such notice, direction, demand or request shall be in writing and shall be sufficiently given, in the case of RBC, if delivered to it or sent by prepaid registered mail addressed to it at its address herein set forth or as changed pursuant hereto and, in the case of Debtor, if delivered to it or if sent by prepaid registered mail addressed to it at its last address known to RBC. Either party may notify the other pursuant hereto of any change in such party's principal address to be used for the purposes hereof.

(j) This Security Agreement and the security afforded hereby is in addition to and not in substitution for any other security now or hereafter held by RBC and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Manager or Acting Manager from time to time of the herein mentioned branch of RBC shall actually receive written notice of its discontinuance; and, notwithstanding such notice, shall remain in full force and effect thereafter until all Indebtedness contracted for or created before the receipt of such notice by RBC, and any extensions or renewals thereof (whether made before or after receipt of such notice) together with interest accruing thereon after such notice, shall be paid in full.

(k) The headings used in this Security Agreement are for convenience only and are not to be considered a part of this Security Agreement and do not in any way limit or amplify the terms and provisions of this Security Agreement.

(l) When the context so requires, the singular number shall be read as if the plural were expressed and the provisions hereof shall be read with all grammatical changes necessary dependent upon the person referred to being a male, female, firm or corporation.

(m) In the event any provisions of this security Agreement, as amended from time to time, shall be deemed invalid or void, in whole or in part, by any Court of competent jurisdiction, the remaining terms and provisions of this Security Agreement shall remain in full force and effect.

(n) Nothing herein contained shall in any way obligate RBC to grant, continue, renew, extend time for payment of or accept anything which constitutes or would constitute Indebtedness.

(o) The Security Interest created hereby is intended to attach when this Security Agreement is signed by Debtor and delivered to RBC.

(p) Debtor acknowledges and agrees that in the event it amalgamates with any other company or companies it is the intention of the parties hereto that the term "Debtor" when used herein shall apply to each of the amalgamating companies and to the amalgamated company, such that the Security Interest granted hereby:

- (i) shall extend to "Collateral" (as that term is herein defined) owned by each of the amalgamating companies and the amalgamated company at the time of amalgamation and to any "Collateral" thereafter owned or acquired by the amalgamated company; and
- (ii) shall secure the "Indebtedness" (as that term is herein defined) of each of the amalgamating companies and the amalgamated company to RBC at the time of amalgamation and any "Indebtedness" of the amalgamated company to RBC thereafter arising. The Security Interest shall attach to "Collateral" owned by each company amalgamating with Debtor, and by the amalgamated company, at the time of amalgamation, and shall attach to any "Collateral" thereafter owned or acquired by the amalgamated company when such becomes owned or is acquired.

(q) In the event that Debtor is a body corporate, it is hereby agreed that The Limitation of Civil Rights Act of the Province of Saskatchewan, or any provision thereof, shall have no application to this Security Agreement or any agreement or instrument renewing or extending or collateral to this Security Agreement. In the event that Debtor is an agricultural corporation within the meaning of The Saskatchewan Farm Security Act, Debtor agrees with RBC that all of Part IV (other than Section 46) of that Act shall not apply to Debtor.

(r) This Security Agreement and the transactions evidenced hereby shall be governed by and construed in accordance with the laws of the province of British Columbia including, where applicable, the P.P.S.A. and the Land Title Act.

15. COPY OF AGREEMENT AND FINANCING STATEMENT

(a) Debtor hereby acknowledges receipt of a copy of this Security Agreement.

(b) Debtor waives Debtor's right to receive a copy of a financing statement or financing change statement registered by RBC or any verification statement pertaining to a registration by RBC.

**BUSINESS DEBTOR**

NAME OF BUSINESS DEBTOR <b>GREAT PACIFIC INDUSTRIES INC.</b>			
ADDRESS OF BUSINESS DEBTOR <b>1600-1055 WEST HASTINGS ST.</b>	CITY <b>VANCOUVER</b>	PROVINCE <b>BC</b>	POSTAL CODE <b>V6E 2H2</b>

IN WITNESS WHEREOF Debtor has executed this Security Agreement on the date specified below.

**Execution Date**

Y	M	D
98	10	16

**Officer Signature(s)**

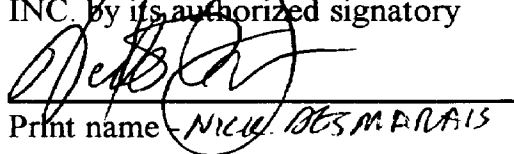


(Signature)

(Print Name) **LINDA J. PARSONS**  
**BARRISTER & SOLICITOR**  
**DAVIS & COMPANY**  
 (Address) **666 Burrard Street**  
**Vancouver, B.C. V6C 2Z7**  
 (Professional Capacity) **697-2111**

**Party(ies) Signature(s)**  
**(ALL SIGNATURES TO BE IN BLACK INK)**

**GREAT PACIFIC INDUSTRIES INC.** by its authorized signatory



Print name **NICOLE DESMARAIS**

Print name -

**BRANCH OFFICE**

**23rd Floor, Park Place, 666 Burrard Street, Vancouver, BC, V6C 3B1**

• Officer certification required in B.C. only

**• OFFICER CERTIFICATION**

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1979, c. 116, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

SOL:275554



SCHEDULE "A"

ENCUMBRANCES AFFECTING COLLATERAL

NIL

**SCHEDULE "B"**

**1. Locations of Debtor's Business Operations**

See attached.

<b>OVERWAITEA FOODS DIVISION</b>					
<b>BRANCH LOCATION</b>	<b>STORE MANAGER</b>	<b>ASSISTANT MANAGER</b>	<b>OPERATIONS MANAGER</b>	<b>Manager of Perishables(1) Non-Perishables(2)</b>	<b>PHONE</b>
03 BURNS LAKE 117 Yellowhead Hwy Box 778 V0J 1E8	Stan Schmidt	Cam Muir	Craig Wood		250-892-7134
15 CRANBROOK #190 -1500 Cranbrook St. V1C 3E8	Paul Morash		Bill Watson		250-489-3461
16 CRESTON 3 - 1000 N.W. Blvd. V0B 1G6	Bob Karmason	Ken Fleck			250-428-2555
17 DUNCAN 361 Trans Cda Hwy V0L 3R5	Larry Rzeczansoff	Dean Nazaruk	John Kreidel		250-748-6011
417 DUNCAN GAS BAR		Gas Bar Manager	Juno-Marie Spicer		250-748-7108
20 FORT ST. JOHN 10345-100th St. V1J 3Z2	Holley Fuller	Phil Sayers	Craig Lee		250-785-2985
21 FORT NELSON Box 570, 5103 Airport Rd. V0C 1R0	Craig Anderson	Brian Gandy			250-774-6830
22 GOLDEN P.O. Box 409 (1020 S. 10th) V0A 1H0	Mike Camplin	Peter Tailon			250-344-5315
23 FORT ST. JAMES Box 1600 (488 Stuart Cr) V0J 1P0	Ted Pigeon	Randy Kazemir			250-996-8333
24 GRAND FORKS P.O. Box 70 (441 Central) V0H 1H0	Gary Smith	Dave Palumbo	Chris Whymark		250-442-2778
30 VALLEYVIEW 2-2121 E. Trans Cda Hwy, Kam. V2C 4A6	Dan Townsend	Brian Neden(temp)			250-374-5732
31 SAHALI 100-1210 Summit Dr. Kamloops V2C 8M1	Mark Law	Gord Johnson	Don Bigham	Mark Thoroughgood (2)	250-374-6686
431 SAHALI GAS BAR		Gas Bar Manager - Sanjay Pratap			250-828-2606
33 KIMBERLEY 1525 Warren Ave V1A 1R4	Steve Logan	Blaine Laird			250-427-2313
34 KITIMAT 535 Mountain View Sq. V8C 1T6	Brian Munson	Aaron Menzies	Ian Ricketts		250-632-2255
47 NAKUSP Box 748 (510 Broadway St) V0G 1R0	Greg Craine	Fred Searle			250-265-3662
49 TERMINAL PARK 1901 Estvan Rd. Nanaimo V8S 3Y3	Pat Audet	Terry Marquis	Chris Coward		250-753-8151
449 TERMINAL PARK GAS BAR		Gas Bar Manager - Daryl Marceau			250-753-5726
50 RUTHERFORD 3 - 4750 Rutherford. Nan. V9T 4K6	Rick Hannah	Tim Klassen	Paul Christensen		250-758-5741
51 COUNTRY CLUB 3200-N. Island Hwy, Nan. V9T 1W1	Don Kraushar	Dan Magee	Adam Ronquist		250-751-1414
53 NELSON 1200 Lakeside Dr. V1L 5Z3	Lou Sorge	Ron Dewar	Neil Allkins		250-352-7617
59 FRENCH CREEK Box 20 (826 W. 1st-hwy)Parksville V8P 2B7	Randy Romano	Dean Beebe	David Madluk		250-248-8944
459 FRENCH CREEK GAS BAR		Gas Bar Manager - Bryan Landry			250-248-7223
61 PORT HARDY Box 150 (8860 Granville St) V0N 2P0	Allan Aikman	Craig Ferguson	Greg Holmstrom		250-949-6455
64 PRINCETON P.O. Box 28 (247 Bridge St) V0X 1W0	Rob Holowenko	Keith Grimwade			250-295-6322
65 COLLEGE HEIGHTS 5222 Dorrans Blvd. Pr. Geo. V2N 4A1	Doug Alton	Regan Bader	Joedy Englesby		250-864-8666
67 SPRUCELAND 555 Central St. P.G. V2M 3C6	Shawn Loftus	Don Gandy	Brad Wright	Mike Jakubowski(1)	250-563-8112
68 HART HIGHWAY 2885 W. Austin Rd. P.G. V2K 2H7	Ken Hesketh	Dave Chappelle	Shawn Sutton		250-862-8273
70 W. PRINCE RUPERT 841 - 3rd Ave. W. V8J 1N7	Blake Laird	Julien Forsythe	Murray Gleesing		250-624-9023

Revised: July 27, 1998

# THE OVERWATEA FOOD GROUP BRANCH LIST

OVERWATEA FOODS DIVISION					
BRANCH LOCATION	STORE MANAGER	ASSISTANT MANAGER	OPERATIONS MANAGER	Manager of Perishables(1) Non-Perishables(2)	PHONE
72 W. QUESNEL #7 - 155 Malcolm V2J 3K2	Bernie Kaluza	Roy Mueller	Darren Kuehn		250-992-8718
75 SALMON ARM #100 - 1151 10th Avenue SW V1E 1T3	Bill Peacock	Jerry Giesbrecht	Les DeZwaan		250-832-2278
78 SPARWOOD Box 790 (113 Red Cedar Dr) V0B 2G0	Mark Katscherofski	Shawn Ashdown			250-425-6489
83 TERRACE #731 Lakeside Ave V0G 1R5	Date Lufkin	Malcolm McAskie	Perry Waldo		250-635-5950
85 POWELL RIVER 7100 Alberni St. V8A 5K9	Brad Carolei	Terry Pwek	Kevin Amazon		604-485-4823
88 VERNON 4800 27th St V1T 7G7	Don Clark	Nigel Machan	David Blackmore	Larry Rundberg(1) Mike Krasel(2)	250-542-8825
205 CAMPBELL RIVER 1270 Elm Street V9W 3A4	Bill Olson	Todd Pinzo	Randy Carawell		250-286-1249
219 FERNIE Box 1238 (792 2nd Ave) V0B 1M0	Jim Shaw	Dave Perfit			250-423-4607
229 100 MILE HOUSE #157 North Cariboo Hwy. V0K 2E0	Tony Czink	Brent Pankratz	Fred Goldie		250-395-2543
232 LAKESHORE CENTER 3175 Lakeshore Rd. Kelowna V1Y 1W5	Malcolm Robson	Brian Gordon	Don Baranicki	Todd Henry (2)	250-860-7787
243 MERRITT #116-1700 Garcia St. V0K 2B0	Tim Robertson	Dave Hunt	Neal Paulin		250-378-5584
256 WESTBANK #1 - 2475 Dobbin Rd V4T 2E9	Rick Catto	Roland Catford	Louie Costa		250-768-2944
262 PENTICTON 2111 Main St. (Cherry Lane Cir) V2A 6W6	Brian Henderson	Dave Jeffrey	Sandy Ewanchuk	Kevin Weringer (2)	250-492-2011
462 PENTICTON GAS BAR	Gas Bar Manager Fred Robins				250-490-0396
266 PRINCE GEORGE 100-1800-15th Ave PG V2L 3K3	Dave Craig	Len Steenson	Joey Geal		250-564-4525
466 PRINCE GEORGE GAS BAR #102-1800 - 15th Avenue P.G	Gas Bar Manager - Suzanne McDermid				250-561-0454
276 COURTENAY 2701 Cliff Ave V9N 2L8	Kevin Thompson	Gord Gauthier	Tyler Wynn		250-538-7433
476 COURTENAY GAS BAR	Gas Bar Manager - Kim Lyne				250-334-2156
280 ORCHARD PLAZA #107-1876 Cooper Rd. Kel. V1Y 9N6	Keith Monsen	Mike Lefebvre	Sean Minaker		250-860-1444
287 WILLIAMS LAKE 730 Oliver St. V2G 1N1	Mike Harrington	Lionel Gjerdic	Bruce Caspar	Dwayne Westlund (2)	250-392-7225

## OVERWATEA FOOD GROUP HEAD OFFICE

LANGLEY HEAD OFFICE	P.O. Box 7200, Vancouver, B.C. V8B 4E4 (1985S 92A Ave., R.R. #5, Langley, B.C. V1M 3B6)	888-1213/888-2079
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## EMPLOYMENT CENTRES

FLEETWOOD EMPLOYMENT CENTRE #104 - 9014 152 St. Surrey V3R 4E7		(604) 930-1088
EDMONTON EMPLOYMENT CENTRE 15506 Yellowhead Trail, Edm AB T5V 1E5		(403) 453-2315

# THE OVERWATEA FOOD GROUP BRANCH LIST

SAVE ON FOODS - BRITISH COLUMBIA					
BRANCH LOCATION	STORE MANAGER	ASSISTANT MANAGERS	OPERATIONS MANAGER	Manager of Perishables(1) Non-Perishables(2)	PHONE
904 ABBOTSFORD	Ray Gaudreau				
908 CLEARBROOK #300 - 32700 S. Fraser Way. V2T 4M5	Ed Hellinger	Mike Liebe	Jeff Enger	Jas Athwal (1) Rob Stringfellow (2)	604-854-5318
912 METROTOWN 6100 McKay Ave. Stn. Sq. Bby. V5H 2W7	Dennis Kelly	Barey Fetter	Brad Nebert	George Sciberras (1) Doug Tucker (2)	604-433-2774
913 CHILLIWACK Salon Plaza, 46020 Yale Rd. V2P 2L9	Jerry Bried	Tony Niko	Keith Cosgrove	Graham Irvine (1) Leigh Yochowitz (2)	604-792-7520
918 FLEETWOOD 9014 - 152nd Street, Surrey V3R 4E7	Bryan Muir	Dave Russell	John Boris	Dave Higo (1) Doug Horrey (2)	604-930-1133
928 E. MAPLE RIDGE 22703 Loughhead Hwy. V2X 2V5	Al Bordeleau	Pat Taylor	Scott Patterson	Joey Brinkhurst (1)	604-463-3312
928 W. MAPLE RIDGE #300 - 20395 Loughhead Hwy V2X 2P9	Jim Hillis	John McKenzie	Glenda Siemens	Dan Dagg (2)	604-465-8665
936 LADNER 5186 - 48th Avenue V4K 1W3	Bruce Brown	Jim Parussini		Rob Epp (2)	604-946-5251
945 MISSION 325308 Lougheed Highway V2V 1A5	Jay Bannatyne	Jim Bohac		Nel Guardiero (2)	604-825-9564
952 SARDIS #31 - 6014 Vedder Rd. Chilliwack V2R 5M4	Rob Hall	Cal Siemens	Randy Bamford		604-824-1105
752 SARDIS GAS BAR	Gas Bar Manager - Ferdie Deroches				604-824-7332
960 PORT COQUITLAM 1430 Praine Ave. V3B 5M8	Rod Christianson	Richard Bullen		Scott Dickie (2)	604-842-7815
963 NORTH DELTA 7015 - 120th St. Scottsdale Mall V4E 2A9	Kindy Kalar	Ken Sharpe	Trevor McKee	Jim Johnstone (1) Edwin Lum (2)	604-596-2944
969 IRONWOOD PLAZA #3000-11866 Steveston Hwy. Richmond BC V7A 5J3	Ray Heroux	Marilyn Thorn		Dan Duncan (2)	604-448-1224
974 RICHMOND 8200 Ackroyd Road V6X 1B5	Darrell Jones	Jim Finnerty	Darren Davies	Randy Sherbinin (1) Paul Cope (2)	604-278-3229
977 SAANICH 3510 Blanshard Street V8X 1W3	Chris Gale	Kevin Sawyer Brian Reid		Steve Cant (1) Dave Marchtaler (2)	250-475-3300
979 SQUAMISH 1301 Pemberton V0N 3G0	Brian Banting	Daryl James		David Vandenberg (2)	604-892-5976
984 WALNUT GROVE 8840 - 210 St. Langley V1M 2Y2	Bob Stack	Ray McDonald		Scott Kuhnouse (2)	604-882-8449
986 WHITE ROCK 1641 - 152nd Street V4A 4N3	Dan Beaton	Wayne Allan	Matt Kurkodd	Jamie Shaw (1) James Palmer (2)	604-536-4522
990 PARK & TILFORD 333 Brooksbank Ave. N. Van V7J 3S8	Duane Fiscus	Rajan Anand	Patrick Berry	John Paisley (1) Shane Hale (2)	604-983-3033
994 LANGLEY 20151 Fraser Hwy V3A 4L9	Mark Berry	Debbie Ganham	Julie Clair	Fred Churchill (1) Fred Masales (2)	604-533-2911
997 SURREY 10312 King George Hwy V3T 2W5	Mike Talarico	Burke Keller		Jay Smith (1) Steve Maddess (2)	604-930-8773
998 PINE TREE 2991 Loughhead Hwy. Coquitlam V3R 6J6	Steve Heggie	Joe Fauchon	Learne Ring	Ron Ballentine (1) Mark Kaufman (2)	604-552-1772
999 NORTH VANCOUVER 1250 Menne Dr. Pemberton Plaza V7P 1T3	Jamie Crellin	Al Rusak	Sheppard Crew Robert Wilson	Elaine Saint (1)	604-985-3069

Revised: July 27, 1998

TRADEMARK  
REEL: 1808 FRAME: 0798

# THE OVERWATEA FOOD GROUP BRANCH LIST

## SAVE-ON-FOODS ALBERTA

BRANCH LOCATION	SPEED DIAL	STORE MANAGER	MANAGER OF OPERATIONS	MANAGER OF PERISHABLES	MANAGER OF NON-PERISHABLES	PHONE
6607 FORT MCMURRAY 8406 Franklin Ave. Fort McMurray, T8H 2J3	5428	Phil McFadyen	Mark Smorenburg	n/a	Chris Bonnah	403-791-4077
6609 MAYFIELD 350 Mayfield Common N.W. Edmtn. T5P 4B3	5341	Ralph McLaren	Steve Crapp	Ron World	T.J. Tarnowski	403-484-1088
6610 NORTHTOWN 180 Northtown Mall, Edmtn (97 St. & 137 Ave) N.E. T5E 6C1	5331	Bob Tuck	Tony Sankovic	Kirt McLarry	Ron Nutz	403-472-7400
6611 KINGSWAY 11541 Kingsway, Edmonton T5G 3A8	5320	Cotlin Parker	Tony Pivsek	Ron Manson	Scott Karran	403-454-4499
6614 CALGARY TRAIL 3361 Calgary Trail Southbound, Edm. T6J 601	5410	Bill Strang	Mark Bernardi	Darren Holtman	Hamid Sabid Bob Cortess (wholesale mgr)	403-437-3322
6639 MIDNAPORE 240 Midpark Way S.E., Calgary, T2X 1V4	5231	Jay McManus	Steve Morris	n/a		403-254-1524
6642 LETHBRIDGE 1112 - 2nd Ave. "A" North T1H 0E3	5420	Kevin Waites	Bob Elliot	Todd Wynn	Carl Ryan	403-380-8000
6677 SHERWOOD PARK #200 - 222 Baseline Rd. T8A 0Z8	5277	Stephen Schmidt	Lincoln Smith	Jim Tennant	George Wickham	403-449-7208
6682 RED DEER 6720-52 <sup>nd</sup> Ave. Red Deer T4N 4K8	5322	Jamie Nelson	George Hendy	Lorne Withers	Mike Pederson	403-343-9611

## SAVE-ON-FOODS ALBERTA - GAS BARS

6407 FORT MCMURRAY GAS BAR 8406 Franklin Ave. Fort McMurray, T8H 2J3			Gas Bar Manager Eleanor Velders			403-791-3392
6409 MAYFIELD GAS BAR 17008 - 100 <sup>th</sup> Ave. N.W. Edmonton T5P 0L4			Vicky Kostuk			403-486-1942
6414 CALGARY TRAIL GAS BAR 10325 - 34 <sup>th</sup> Ave. Edmonton T6J 601			Chander Tuteja			403-434-3673
6442 LETHBRIDGE GAS BAR 1112 - 2 <sup>nd</sup> Ave. "A" North T1H 0E3			Mike Krueger			403-327-7470
6471 KINGSWAY GAS BAR 11541 Kingsway, Edmonton T5G 3A8	5330		Rob Schur			403-455-1316
6477 SHERWOOD PARK GAS BAR #200 - 222 Baseline Rd. T8A 0Z8			Corey McNair			403-449-7208
6482 RED DEER GAS BAR 6720-52 <sup>nd</sup> Ave. Red Deer T4N 4K8	5322		Monique Wasserman			403-343-8408

## WHY PAY MORE DISCOUNT STORES ALBERTA

7505 HIGH RIVER 30 - 3rd Ave. High River, AB T1V 1N5	5221	Linda McEwan				403-601-2244
7509 KINGSGATE		Linda McEwan				

## RECLAIM CENTRE

7510 RECLAIM CENTRE - B.C. 18433 - 86th Avenue, Surrey, B. C. V4N 4C4	Local: 2864/3666	Rick Thompson				604-888-2079
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## ASSOCIATED GROCERS

ASSOCIATED GROCERS Box 1270 Station "T" - 7100 44th St SE Calgary T2M 1X2						403-236-6100
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Revised: July 27, 1998

TRADEMARK  
 REEL: 1808 FRAME: 0799

TRADE MARKS  
GREAT PACIFIC INDUSTRIES INC.  
Overwaita Food Group

Listed by Trade Mark - Alphabetical

Trade Mark / Design	Appl'n No.	Appl'n. Date	Reg. No.	Reg. Date	Expiry Date	Agent	File No.
1st CHOICE / Design	457287	1980-08-11	271641	1997-08-06 R	2012-08-06 L	Farris, Vaughan	001
ABSOLUTE MINIMUM PRICING / Design	588960	1987-07-29	347028	1988-10-21	2003-10-21	Farris, Vaughan	002
AG ASSOCIATED GROCERS	603208	1988-03-18	358089	1989-07-07	2004-07-07	Farris, Vaughan	005
AG ASSOCIATED GROCERS LIMITED / Design	449039	1980-01-22	268250	1997-04-16 R	2012-04-16	Farris, Vaughan	010
AG ASSOCIATED GROCERS / Design	603211	1988-03-18	366783	1990-03-16	2005-03-16	Farris, Vaughan	009
AG ASSOCIATED GROCERS / Design	603212	1988-03-18	358090	1989-07-07	2004-07-07	Farris, Vaughan	008
AG ASSOCIATED GROCERS / Design	603210	1988-03-18	358048	1989-08-30	2004-06-30	Farris, Vaughan	007
AG ASSOCIATED GROCERS / Design	603209	1988-03-18	358047	1989-06-30	2004-06-30	Farris, Vaughan	006
AG FOODS	777592	1995-03-10	452844	1995-12-29	2010-12-29	Farris Vaughan	409
AG FOODS / Design	589353	1987-08-07	358077	1989-07-07	2004-07-07	Farris, Vaughan	013
AG FOODS / Design	589345	1987-08-07	354375	1989-04-07	2004-04-07	Farris, Vaughan	011
AG FOODS / Design	589344	1987-08-07	354429	1989-04-07	2004-04-07	Farris, Vaughan	012
AG FOODS / Design	589354	1987-08-07	358078	1989-07-07	2004-07-07	Farris, Vaughan	014
AG / Design	603213	1988-03-18	358001	1989-06-30	2004-06-30	Farris, Vaughan	003
AG / Design	603214	1988-03-18	358002	1989-06-30	2004-06-30	Farris, Vaughan	004
AG / Design	873406	1998-03-26	(pending)			Farris, Vaughan	1227
ALBERTA GOLD	412020	1977-06-15	237078	1978-11-09	2009-11-09 L	Farris, Vaughan	015
ALBERTA GOLD / Design	308471	1967-10-20	181831	1969-03-28	1999-03-28 L	Farris, Vaughan	016
ALLWEST	390086	1975-09-26	216957	1976-11-05	2006-11-05	Farris, Vaughan	018
ALLWEST / Design	390499	1975-10-09	216965	1976-11-05	2008-11-05	Farris, Vaughan	019
ALLWEST / Design	390498	1975-10-09	216964	1976-11-05	2006-11-05	Farris, Vaughan	545
ALLWEST SUPERMARKET	390334	1975-10-06	216958	1978-11-05	2008-11-05	Farris, Vaughan	020
ALLWEST SUPERMARKETS / Design	390497	1975-10-09	216970	1976-11-05	2006-11-05 L	Farris, Vaughan	544
ALLWEST SUPERMARKETS / Design	390496	1975-10-09	216969	1976-11-05	2006-11-05 L	Farris, Vaughan	021
(AND STRETCH YOUR BUDGET, TOO.)	882197	1998-06-16	(pending)			Farris, Vaughan	1279
APPEAL	680040	1991-04-16	408365	1993-02-19	2008-02-19	Farris, Vaughan	022
ASSOCIATED GROCERS	449041	1980-01-22	267008	1997-03-05 R	2012-03-05	Farris, Vaughan	023
ASSOCIATED GROCERS / Design	156137	1932-03-30	54252	1932-05-06	2002-05-06 L	Farris, Vaughan	024
BACK TO COOL	664276	1990-08-13	392330	1991-12-27	2006-12-27	Farris, Vaughan	546
BACK TO COOL & Apple / Design	688921	1991-08-06	404665	1992-11-06	2007-11-06	Farris, Vaughan	026
BE PART OF THE SOLUTION	682725	1990-07-20	391724	1991-12-13	2006-12-13	Farris, Vaughan	027
BELIEVE IT!	795862	1995-10-28	(pending)			Farris, Vaughan	606
BLUEBERRY FRUIT MADNESS	779150	1995-03-28	459082	1996-06-07	2011-06-07	Farris, Vaughan	418
BOOKS GALORE	552298	1985-11-13	325281	1987-03-27	2002-03-27	Farris, Vaughan	030
BUTTER OATMEAL MADNESS	779151	1995-03-28	459784	1996-06-21	2011-06-21	Farris, Vaughan	417

TRADE MARKS  
GREAT PACIFIC INDUSTRIES INC.  
Overwaitea Food Group

Listed by Trade Mark - Alphabetical

Trade Mark / Design	Appl'n No.	Appl'n. Date	Reg. No.	Reg. Date	Expiry Date	Agent	File No.
B.C.'s VERY OWN FOOD PEOPLE	584287	1987-05-21	340277	1988-05-13	2003-05-13	Farris, Vaughan	025
CANALTA	382850	1975-02-11	214034	1876-05-28	2008-05-28 L	Farris, Vaughan	033
CASA DOLCE CASA	792390	1995-09-12	467542	1996-12-12	2011-12-12	Farris, Vaughan	575
CHEESONINGS	845364	1997-05-16	Dec. Use		2000-05-16	Farris, Vaughan	1035
CHILDREN / Design	662756	1990-07-24	389008	1991-09-07	2006-09-07	Farris, Vaughan	035
CHOCOLATE CHIP MADNESS	779154	1995-03-28	459482	1996-06-14	2011-06-14	Farris, Vaughan	413
CHOCOLATE VANILLA MADNESS	779149	1995-03-28	459081	1998-06-07	2011-06-07	Farris, Vaughan	419
CHOMPERS	833806	1997-01-16	Dec. Use		2000-01-16	Farris, Vaughan	918
CUSTOMER FIRST	882399	1998-06-24	(pending)			Farris, Vaughan	1285
CWF MEATS	851065	1997-07-18	Dec. Use		2000-07-16 A	Farris, Vaughan	1072
EL SUPREMO	706467	1992-06-05	416093	1993-08-27	2008-08-27	Farris, Vaughan	042
EL SUPREMO PIZZA / Design	730168	1993-06-03	428212	1994-06-17	2009-06-17	Farris, Vaughan	322
EXPECT THE BEST	707450	1992-06-19	412180	1993-07-05	2008-07-05	Farris, Vaughan	156
FLOWERS GALORE	872415	1998-03-16	(pending)			Farris, Vaughan	1220
FOR GOODNESS SAKE	792503	1995-09-14	Dec. Use		1998-09-14	Farris, Vaughan	517
FRESH OVEN QUALITY	779716	1995-04-05	460,804	1996-08-02	2011-08-02	Farris, Vaughan	416
GOOD & KIND	796407	1995-10-31	467408	1996-12-10	2011-12-10	Farris, Vaughan	630
GOOD & KIND / Design	796406	1995-10-31	467442	1996-12-10	2011-12-10	Farris, Vaughan	488
GRILL SLINGER	792389	1995-09-12	465526	1996-11-01	2011-11-01	Farris, Vaughan	574
GRILL SLINGER (additional wares)	834685	1997-01-27	Dec. Use		2000-01-27	Farris, Vaughan	961
HELP MOM	662723	1990-07-20	398229	1992-05-15	2007-05-15	Farris, Vaughan	037
HELP US, HELP MOM	662724	1990-07-20	392716	1992-01-10	2007-01-10	Farris, Vaughan	038
ICE UP	817206	1996-07-05	482719	1997-09-19	2012-09-19	Farris, Vaughan	774
IMPOSTER	799957	1995-12-04	471139	1997-02-16	2012-02-16	Farris, Vaughan	638
INSIDE BRITISH COLUMBIA	749021	1994-03-09	438573	1995-01-27	2010-01-27	Farris, Vaughan	039
JADE LANTERN / Design	649572	1990-01-25	380946	1981-03-01	2006-03-01	Farris, Vaughan	040
MADNESS	779148	1995-03-28	459080	1998-07-07	2011-07-07	Farris, Vaughan	422
MAONESS (additional wares)	834686	1997-01-27	Dec. Use		2000-01-27	Farris, Vaughan	962
MORE FOR LESS	749415	1994-03-11	438889	1995-02-03	2010-02-03	Farris, Vaughan	236
MOUNTAIN MOONSHINE	817207	1996-07-05	482715	1997-09-19	2012-09-19	Farris, Vaughan	781
MR. SUPREMO / Design	603215	1988-03-18	386784	1990-03-16	2005-03-16	Farris, Vaughan	042
NOBODY OFFERS YOU MORE FOR LESS: ...	749477	1994-03-14	440654	1995-03-17	2010-03-17	Farris, Vaughan	043
NU BALANCE	838381	1997-03-03	(pending - Assignment from MSA Terminals)			Gowling, Strathy	987
OPTIMUM	812127	1996-05-09	488204	1998-01-26	2013-01-26	Farris, Vaughan	754
OSOGOOD	457285	1980-08-11	259518	1981-06-05	2011-06-05	Farris, Vaughan	044



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O-SO-GUD	154018	1931-03-18	53379	1931-11-09	2001-11-09	Farris, Vaughan	045
OVERWAITEA	326710	1969-10-14	172385	1985-10-30 R	2000-10-30	Farris, Vaughan	047
OVERWAITEA (US)	470712	1984-03-18	1330844	1985-04-16	2005-04-16	Harper Grey	048
OVERWAITEA FINEST	457936	1980-08-28	268669	1997-05-07 R	2012-05-07	Farris, Vaughan	049
OVERWAITEA FOOD GROUP	811668	1996-05-03	473257	1997-03-21	2012-03-21	Farris, Vaughan	699
OVERWAITEA FOODS	406967	1977-02-07	229281	1993-07-28 R	2008-07-28	Farris, Vaughan	050
OVERWAITEA FOODS (US)	470451	1984-03-18	1329057	1985-04-02	2005-04-02	Harper Grey	051
OVERWAITEA FOODS & DRUGS	846834	1997-06-02	(pending)			Farris, Vaughan	1048
OVERWAITEA GAS	806864	1996-03-11	Dec. Use		1999-03-11	Farris, Vaughan	483
PEANUT BUTTER MADNESS	808559	1996-03-29	470969	1997-02-12	2012-02-12	Farris, Vaughan	412
PLUS FOODS	569475	1986-09-18	339493	1988-04-22	2003-04-22	Farris, Vaughan	054
PLUS FOODS / Design	584439	1987-05-20	368746	1980-05-18	2005-05-18	Farris, Vaughan	056
PLUS FOODS / Design	584440	1987-05-20	363675	1989-11-17	2004-11-17	Farris, Vaughan	055
PRICES CAN'T BE BEAT, BELIEVE IT!	795863	1995-10-26	(pending)			Farris, Vaughan	607
Q.U.E. COMPUTER SYSTEMS	547780	1985-08-16	324458	1987-03-06	2002-03-06 L	Farris, Vaughan	058
RAISIN OATMEAL MADNESS	779152	1995-03-28	459785	1996-06-21	2011-06-21	Farris, Vaughan	415
SAAAAAAAAAAAAAAAAAAAVE	882198	1998-06-16	(pending)			Farris, Vaughan	1278
SALSA EXQUISITA	779147	1995-03-28	458086	1996-05-24	2011-05-24	Farris, Vaughan	420
SANTA CAUSE	723238	1993-02-22	446149	1995-08-18	2010-08-18	Farris, Vaughan	227
SANTA'S LITTLE HELPER	671540	1980-11-29	398597	1992-06-26	2007-06-26	Farris, Vaughan	060
SANTA'S LITTLE HELPER / Design	671583	1980-11-29	392381	1991-12-27	2006-12-27	Farris, Vaughan	061
SAVE-ON SELECT PLUS / Design	714095	1992-10-02	417491	1993-09-24	2008-09-24 L	Farris, Vaughan	070
SAVE-ON SELECT PLUS / Design (US)	74374184	1993-04-01	1632286	1995-05-09	2000-05-02 L	Farris, Vaughan	188
SAVE-ON-BOOKS	552395	1985-11-13	319208	1988-10-03	2001-10-03	Farris, Vaughan	062
SAVE-ON-CASELOTS	608024	1988-05-31	354359	1989-04-07	2004-04-07	Farris, Vaughan	063
SAVE-ON-FOODS & DRUGS	794626	1995-10-11	(pending)	(S45 proceedings commenced)		Farris, Vaughan	589
SAVE-ON-FOODS & DRUGS (US)	75086500	1996-04-10	(pending)			Farris, Vaughan	751
SAVE-ON-FOODS & DRUGS (US)	74484804	1994-01-31	REJECTED			Weiss Jensen	102
SAVE-ON-FOODS	488045	1982-06-08	304504	1985-07-05	2000-07-05	Farris, Vaughan	064
SAVE-ON-FOODS (US)	74487786	1994-02-07	(pending)			Weiss Jensen	066
SAVE-ON-FOODS (US)	74402889	1993-06-18	1,997,783	1988-09-03	2008-09-03	Weiss Jensen	442
SAVE-ON-FOODS EXPRESS	770966	1994-12-13	Dec. Use		1998-12-13	Farris, Vaughan	320
SAVE-ON-FOODS GAS	807360	1996-03-18	Dec. Use		1999-03-18	Farris, Vaughan	481
SAVE-ON-FOODS SIMPLY THE BEST	707478	1992-06-19	413227	1993-08-04	2008-06-04	Farris, Vaughan	158
SAVE-ON-FOODS VIDEO / Design	603968	1988-03-30	371985	1990-08-17	2005-08-17	Farris, Vaughan	087

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SAVE-ON-FOODS / Design	547993	1985-08-21	321493	1986-12-05	2001-12-05	Farris, Vaughan	065
SAVE-ON-FOODS / Design	546356	1985-07-18	321489	1986-12-05	2001-12-05	Farris, Vaughan	095
SAVE-ON-LIQUOR	746271	1994-01-31	451112	1995-12-01	2010-12-01	Farris, Vaughan	068
SAVE-ON-MORE	800164	1995-12-15	492339	1998-04-03	2013-04-03	Farris, Vaughan	654
SAVE-ON-MORE	820763	1996-08-15	492682	1998-04-08	2013-04-08	Farris, Vaughan	799
SAVE-ON-MORE (US)	75242014	1997-02-14	(pending)			Farris, Vaughan	952
SAVE-ON-MORE/DESIGN	820762	1996-08-15	492681	1998-04-08	2013-04-08	Farris, Vaughan	661
SAVE-ON-MORE/DESIGN (US)	75242015	1997-02-14	(pending)			Farris, Vaughan	953
SAVE-ON-MORE WAREHOUSE	833908	1997-01-16	Dec. Use		2000-01-16	Farris, Vaughan	901
SAVE-ON-MORE WHOLESALE	833907	1997-01-16	Dec. Use		2000-01-16	Farris, Vaughan	924
SAVE-ON-OPTICAL	761042	1994-08-09	Dec. Use		1998-08-09 A	Farris, Vaughan	069
SELECT PLUS	724356	1993-03-10	423499	1994-02-18	2009-02-18 L	Farris, Vaughan	177
SIMPLY THE BEST	736377	1993-09-07	432581	1994-08-26	2009-08-26	Farris, Vaughan	174
STRAWBERRY FRUIT CENTRE MADNESS	808580	1996-03-29	475334	1997-04-28	2012-04-28	Farris, Vaughan	414
SUPERSOURCE	792391	1995-09-12	Dec. Use		1998-09-12 A	Farris, Vaughan	577
SWIFTY'S	470956	1981-06-04	274317	1987-11-28 R	2012-11-26	Farris, Vaughan	073
SWIFTY'S / Design	470957	1981-06-04	274318	1987-11-26 R	2012-11-26	Farris, Vaughan	074
SWIFTY'S / Design	584441	1987-05-20	361482	1989-10-27	2004-10-27	Farris, Vaughan	075
SWIFTY'S / Design	584442	1987-05-20	366692	1980-03-16	2005-03-16	Farris, Vaughan	076
TANGO'S	835685	1997-02-03	Dec Use		2000-02-03	Farris, Vaughan	960
THE BLUE SKY, MY-OH-MY SUNSHINE ...	680639	1991-04-24	405859	1992-12-04	2007-12-04	Farris, Vaughan	077
THE BOOK EXPERTS	636988	1988-07-19	375502	1990-11-09	2005-11-09	Farris, Vaughan	078
TRIAD	477889	1981-11-05	272786	1987-10-15 R	2012-10-15	Farris, Vaughan	083
VALUE PRICED	583871	TRANSFERRED	335024	1998-04-14 T	2004-04-28	Farris, Vaughan	1116
VISION WEST SECURITY	835020	1997-01-30	Dec Use		2000-01-30	Farris, Vaughan	895
WAREHOUSE PACK / Design	722718	1993-02-11	442,494	1995-05-05	2010-05-05	Farris, Vaughan	255
WAREHOUSE SAVE-ON PACK / Design	722717	1993-02-11	432357	1994-08-26	2009-08-26	Farris, Vaughan	256
WATERWORKS	687821	1991-08-12	426607	1994-04-29	2009-04-29	Farris, Vaughan	086
WESTERN CLASSICS	748280	1994-02-24	IN OPPOSITION			Farris, Vaughan	087
WESTERN CLASSICS (US)	747560085	1994-08-11	IN OPPOSITION			Farris, Vaughan	100
WESTERN CLASSICS (W & DESIGN)	773013	1995-01-13	IN OPPOSITION			Farris Vaughan	318
WESTERN FAMILY	349084	1971-12-31	184628	1987-07-28 R	2002-07-28	Farris Vaughan	098
WESTERN FAMILY	404986	1976-12-06	221617	1992-06-30 R	2007-06-30	Farris Vaughan	1148
WESTERN FAMILY & DESIGN	349085	1971-12-31	184629	1987-07-28 R	2002-07-28	Farris Vaughan	1147
WESTERN FAMILY & DESIGN	404987	1976-12-06	222543	1992-08-19 R	2007-08-19	Farris Vaughan	1146

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WESTERN FAMILY & DESIGN	773014	1995-01-13	Dec Use		1999-01-13	Farris, Vaughan	312
WHERE YOU AND YOUR FAMILY COME FIRST	450857	1980-03-05	249474	1980-08-15	2010-08-15	Farris, Vaughan	088
WHY PAY MORE	809687	1996-04-12	479134	1997-07-29	2012-07-29	Farris, Vaughan	716
WORMSWORTH	662436	1990-07-17	388773	1991-09-06	2006-09-06	Farris, Vaughan	089
WORMSWORTH (DOLL - COPYRIGHT) (US)	VA488786	1991-05-06			2065-02-19	Farris, Vaughan	512
WORMSWORTH DOLL (CDN Industrial design)	29089013	1990-08-29	67888	1991-01-29	2001-01-29	Farris, Vaughan	090
WORMSWORTH FOR LITERACY / Design	662435	1990-07-17	398629	1992-04-03	2007-04-03	Farris, Vaughan	091
WORMSWORTH THINKING CAP	672888	1990-12-20	391833	1891-12-13	2006-12-13	Farris, Vaughan	092
YOUR MARK-IT FOODS	406966	1977-02-07	232165	1979-03-16	2009-03-16	Farris, Vaughan	093
ZIPPIDY-DOO-DAI	680631	1991-04-24	405858	1992-12-04	2007-12-04	Farris, Vaughan	094

L - TRADEMARKS NOT TO BE REVIEWED  
 A - ATTENDED OK (WAITING FOR REPLY)  
 R - RENEWAL DATE  
 T - TRANSFER DATE

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Trade Mark / Design	Appl'n No.	Appl'n. Date	Reg. No.	Reg. Date	Expiry Date	Agent	File No.
1st CHOICE / Design	457287	1980-08-11	271641	1997-08-06 R	2012-08-06 L	Farris, Vaughan	001
ABSOLUTE MINIMUM PRICING / Design	588860	1987-07-29	347028	1988-10-21	2003-10-21	Farris, Vaughan	002
AG ASSOCIATED GROCERS	603208	1988-03-18	358089	1989-07-07	2004-07-07	Farris, Vaughan	005
AG ASSOCIATED GROCERS LIMITED / Design	449039	1980-01-22	268250	1997-04-16 R	2012-04-16	Farris, Vaughan	010
AG ASSOCIATED GROCERS / Design	603211	1988-03-18	366783	1990-03-16	2005-03-16	Farris, Vaughan	009
AG ASSOCIATED GROCERS / Design	603212	1988-03-18	358090	1989-07-07	2004-07-07	Farris, Vaughan	008
AG ASSOCIATED GROCERS / Design	603210	1988-03-18	358048	1989-08-30	2004-06-30	Farris, Vaughan	007
AG ASSOCIATED GROCERS / Design	603209	1988-03-18	358047	1989-06-30	2004-06-30	Farris, Vaughan	006
AG ASSOCIATED GROCERS / Design	777592	1995-03-10	452844	1995-12-29	2010-12-29	Farris Vaughan	409
AG FOODS	589353	1987-08-07	358077	1988-07-07	2004-07-07	Farris, Vaughan	013
AG FOODS / Design	589345	1987-08-07	354375	1989-04-07	2004-04-07	Farris, Vaughan	011
AG FOODS / Design	589344	1987-08-07	354429	1989-04-07	2004-04-07	Farris, Vaughan	012
AG FOODS / Design	589354	1987-08-07	358078	1989-07-07	2004-07-07	Farris, Vaughan	014
AG / Design	603213	1988-03-18	358001	1989-06-30	2004-08-30	Farris, Vaughan	003
AG / Design	603214	1988-03-18	358002	1989-06-30	2004-06-30	Farris, Vaughan	004
AG / Design	873406	1998-03-26	(pending)			Farris, Vaughan	1227
ALBERTA GOLD	412020	1977-06-15	237078	1978-11-09	2009-11-09 L	Farris, Vaughan	015
ALBERTA GOLD / Design	308471	1967-10-20	161831	1969-03-28	1999-03-28 L	Farris, Vaughan	016
ALLWEST	390096	1975-09-26	216957	1976-11-05	2006-11-05	Farris, Vaughan	018
ALLWEST / Design	390499	1975-10-09	216965	1976-11-05	2008-11-05	Farris, Vaughan	019
ALLWEST / Design	390498	1975-10-09	216964	1976-11-05	2006-11-05	Farris, Vaughan	545
ALLWEST SUPERMARKET	390334	1975-10-06	216958	1976-11-05	2006-11-05	Farris, Vaughan	020
ALLWEST SUPERMARKETS / Design	390497	1975-10-09	216970	1976-11-05	2006-11-05 L	Farris, Vaughan	544
ALLWEST SUPERMARKETS / Design	390496	1975-10-09	216969	1976-11-05	2006-11-05 L	Farris, Vaughan	021
(AND STRETCH YOUR BUDGET, TOO.)	882197	1998-06-16	(pending)			Farris, Vaughan	1279
APPEAL	680040	1991-04-16	408365	1893-02-19	2008-02-19	Farris, Vaughan	022
ASSOCIATED GROCERS	449041	1980-01-22	267008	1997-03-05 R	2012-03-05	Farris, Vaughan	023
ASSOCIATED GROCERS / Design	156137	1932-03-30	54252	1932-05-06	2002-05-06 L	Farris, Vaughan	024
BACK TO COOL	664276	1990-08-13	392330	1981-12-27	2006-12-27	Farris, Vaughan	546
BACK TO COOL & Apple / Design	688921	1991-08-06	404665	1992-11-06	2007-11-06	Farris, Vaughan	026
BE PART OF THE SOLUTION	662725	1990-07-20	391724	1991-12-13	2006-12-13	Farris, Vaughan	027
BELIEVE IT!	795862	1995-10-28	(pending)			Farris, Vaughan	606
BLUEBERRY FRUIT MADNESS	779150	1995-03-28	459082	1896-06-07	2011-06-07	Farris, Vaughan	418
BOOKS GALORE	552298	1985-11-13	325281	1987-03-27	2002-03-27	Farris, Vaughan	030
BUTTER OATMEAL MADNESS	779151	1995-03-28	459784	1996-06-21	2011-06-21	Farris, Vaughan	417

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B.C.'s VERY OWN FOOD PEOPLE	584287	1987-05-21	340277	1988-05-13	2003-05-13	Farris, Vaughan	025
CANALTA	382850	1975-02-11	214034	1876-05-28	2008-05-28 L	Farris, Vaughan	033
CASA DOLCE CASA	792390	1995-09-12	467542	1896-12-12	2011-12-12	Farris, Vaughan	575
CHEESONINGS	845364	1997-05-16	Dec. Use		2000-05-16	Farris, Vaughan	1035
CHILDREN / Design	662756	1990-07-24	389008	1991-09-07	2006-09-07	Farris, Vaughan	035
CHOCOLATE CHIP MADNESS	779154	1995-03-28	459462	1996-06-14	2011-06-14	Farris, Vaughan	413
CHOCOLATE VANILLA MADNESS	779148	1995-03-28	459081	1996-06-07	2011-06-07	Farris, Vaughan	419
CHOMPERS	833906	1997-01-16	Dec. Use		2000-01-16	Farris, Vaughan	918
CUSTOMER FIRST	882399	1998-06-24	(pending)			Farris, Vaughan	1285
CWF MEATS	851065	1997-07-16	Dec. Use		2000-07-16 A	Farris, Vaughan	1072
EL SUPREMO	706467	1992-06-05	416093	1993-08-27	2008-08-27	Farris, Vaughan	042
EL SUPREMO PIZZA / Design	730168	1993-06-03	429212	1994-06-17	2009-06-17	Farris, Vaughan	322
EXPECT THE BEST	707450	1992-06-19	412180	1993-07-05	2008-07-05	Farris, Vaughan	156
FLOWERS GALORE	872415	1998-03-16	(pending)			Farris, Vaughan	1220
FOR GOODNESS SAKE	792503	1995-09-14	Dec. Use		1998-09-14	Farris, Vaughan	517
FRESH OVEN QUALITY	779716	1995-04-05	460,804	1996-08-02	2011-08-02	Farris, Vaughan	416
GOOD & KIND	796407	1995-10-31	467408	1996-12-10	2011-12-10	Farris, Vaughan	630
GOOD & KIND / Design	796406	1995-10-31	467442	1996-12-10	2011-12-10	Farris, Vaughan	488
GRILL SLINGER	792389	1995-09-12	465526	1996-11-01	2011-11-01	Farris, Vaughan	574
GRILL SLINGER (additional wares)	834685	1997-01-27	Dec. Use		2000-01-27	Farris, Vaughan	961
HELP MOM	662723	1990-07-20	398229	1992-05-15	2007-05-15	Farris, Vaughan	037
HELP US, HELP MOM	682724	1990-07-20	392716	1992-01-10	2007-01-10	Farris, Vaughan	038
ICE UP	817206	1996-07-05	482719	1997-09-19	2012-09-19	Farris, Vaughan	774
IMPOSTER	799957	1995-12-04	471139	1997-02-18	2012-02-18	Farris, Vaughan	638
INSIDE BRITISH COLUMBIA	749021	1994-03-09	438573	1995-01-27	2010-01-27	Farris, Vaughan	039
JADE LANTERN / Design	649572	1990-01-25	380948	1991-03-01	2006-03-01	Farris, Vaughan	040
MADNESS	779148	1995-03-28	459080	1996-07-07	2011-07-07	Farris, Vaughan	422
MADNESS (additional wares)	834686	1997-01-27	Dec. Use		2000-01-27	Farris, Vaughan	962
MORE FOR LESS	749415	1994-03-11	438889	1995-02-03	2010-02-03	Farris, Vaughan	236
MOUNTAIN MOONSHINE	817207	1996-07-05	482715	1997-09-19	2012-09-19	Farris, Vaughan	781
MR. SUPREMO / Design	603215	1988-03-18	386784	1990-03-16	2005-03-16	Farris, Vaughan	042
NOBODY OFFERS YOU MORE FOR LESS, ...	749477	1994-03-14	440654	1995-03-17	2010-03-17	Farris, Vaughan	043
NU BALANCE	838381	1997-03-03	(pending - Assignment from MSA Terminals)			Gowling, Strathay	987
OPTIMUM	812127	1996-05-09	488204	1998-01-26	2013-01-26	Farris, Vaughan	754
OSOGOOD	457285	1980-08-11	259518	1981-06-05	2011-06-05	Farris, Vaughan	044

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O-SO-GUD	154018	1931-03-16	53379	1931-11-09	2001-11-09	Farris, Vaughan	045
OVERWATEA	326710	1969-10-14	172385	1985-10-30 R	2000-10-30	Farris, Vaughan	047
OVERWATEA (US)	470712	1984-03-16	1330844	1985-04-16	2005-04-16	Harper Grey	048
OVERWATEA FINEST	457936	1980-08-28	268669	1997-05-07 R	2012-05-07	Farris, Vaughan	049
OVERWATEA FOOD GROUP	811668	1996-05-03	473257	1997-03-21	2012-03-21	Farris, Vaughan	699
OVERWATEA FOODS	406967	1977-02-07	229281	1993-07-28 R	2008-07-28	Farris, Vaughan	050
OVERWATEA FOODS (US)	470451	1984-03-16	1329057	1985-04-02	2005-04-02	Harper Grey	051
OVERWATEA FOODS & DRUGS	846834	1997-06-02	(pending)			Farris, Vaughan	1048
OVERWATEA GAS	806864	1996-03-11	Dec. Use		1999-03-11	Farris, Vaughan	483
PEANUT BUTTER MADNESS	808559	1996-03-29	470969	1997-02-12	2012-02-12	Farris, Vaughan	412
PLUS FOODS	569475	1986-09-18	339493	1988-04-22	2003-04-22	Farris, Vaughan	054
PLUS FOODS / Design	584438	1987-05-20	368746	1990-05-18	2005-05-18	Farris, Vaughan	056
PLUS FOODS / Design	584440	1987-05-20	363675	1989-11-17	2004-11-17	Farris, Vaughan	055
PRICES CAN'T BE BEAT, BELIEVE IT!	795883	1995-10-26	(pending)			Farris, Vaughan	607
Q.U.E. COMPUTER SYSTEMS	547780	1985-08-16	324458	1987-03-06	2002-03-06 L	Farris, Vaughan	058
RAISIN OATMEAL MADNESS	779152	1995-03-28	459785	1996-06-21	2011-06-21	Farris, Vaughan	415
SAAAAAAAAAAAAAAAAAAVE	882198	1998-06-16	(pending)			Farris, Vaughan	1276
SALSA EXQUISITA	779147	1995-03-28	458086	1996-05-24	2011-05-24	Farris, Vaughan	420
SANTA CAUSE	723238	1993-02-22	446149	1995-08-18	2010-08-18	Farris, Vaughan	227
SANTA'S LITTLE HELPER	671540	1980-11-29	399597	1992-06-26	2007-06-26	Farris, Vaughan	060
SANTA'S LITTLE HELPER / Design	671583	1980-11-29	392381	1991-12-27	2006-12-27	Farris, Vaughan	061
SAVE-ON SELECT PLUS / Design	714095	1992-10-02	417491	1993-09-24	2008-09-24 L	Farris, Vaughan	070
SAVE-ON SELECT PLUS / Design (US)	74374184	1993-04-01	1893286	1995-05-09	2000-05-02 L	Farris, Vaughan	188
SAVE-ON-BOOKS	552395	1985-11-13	319208	1988-10-03	2001-10-03	Farris, Vaughan	062
SAVE-ON-CASELOTS	608024	1988-05-31	354359	1989-04-07	2004-04-07	Farris, Vaughan	063
SAVE-ON-FOODS & DRUGS	794626	1995-10-11	(pending) - (\$45 proceedings commenced)			Farris, Vaughan	589
SAVE-ON-FOODS & DRUGS (US)	75/086500	1996-04-10	(pending)			Farris, Vaughan	751
SAVE-ON-FOODS & DRUGS (US)	74/484804	1994-01-31	REJECTED			Weiss Jensen	102
SAVE-ON-FOODS	488045	1982-06-08	304504	1985-07-05	2000-07-05	Farris, Vaughan	064
SAVE-ON-FOODS (US)	74/487786	1994-02-07	(pending)			Weiss Jensen	066
SAVE-ON-FOODS (US)	74/402889	1993-06-18	1,997,783	1998-09-03	2008-09-03	Weiss Jensen	442
SAVE-ON-FOODS EXPRESS	770986	1994-12-13	Dec. Use		1998-12-13	Farris, Vaughan	320
SAVE-ON-FOODS GAS	807360	1996-03-18	Dec. Use		1999-03-18	Farris, Vaughan	481
SAVE-ON-FOODS SIMPLY THE BEST	707478	1992-06-19	413227	1993-08-04	2008-06-04	Farris, Vaughan	158
SAVE-ON-FOODS VIDEO / Design	603968	1988-03-30	371985	1990-08-17	2005-08-17	Farris, Vaughan	087

TRADE MARKS  
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Trade Mark / Design	App'l'n No.	App'l'n. Date	Reg. No.	Reg. Date	Expiry Date	Agent	File No.
* SAVE-ON-FOODS / Design	547993	1985-08-21	321493	1986-12-05	2001-12-05	Farris, Vaughan	065
* SAVE-ON-FOODS / Design	546356	1985-07-18	321489	1986-12-05	2001-12-05	Farris, Vaughan	095
SAVE-ON-LIQUOR	746271	1994-01-31	451112	1995-12-01	2010-12-01	Farris, Vaughan	068
* SAVE-ON-MORE	800164	1995-12-15	492339	1998-04-03	2013-04-03	Farris, Vaughan	654
* SAVE-ON-MORE	820763	1996-08-15	492682	1998-04-08	2013-04-08	Farris, Vaughan	799
* SAVE-ON-MORE (US)	75242014	1997-02-14	(pending)			Farris, Vaughan	952
* SAVE-ON-MORE/DESIGN	820762	1996-08-15	492681	1998-04-08	2013-04-08	Farris, Vaughan	661
* SAVE-ON-MORE/DESIGN (US)	75242015	1997-02-14	(pending)			Farris, Vaughan	953
* SAVE-ON-MORE WAREHOUSE	833908	1997-01-16	Dec. Use		2000-01-16	Farris, Vaughan	901
* SAVE-ON-MORE WHOLESALE	833907	1997-01-16	Dec. Use		2000-01-16	Farris, Vaughan	924
* SAVE-ON-OPTICAL	761042	1994-08-09	Dec. Use		1998-08-09 A	Farris, Vaughan	069
SELECT PLUS	724356	1993-03-10	423499	1994-02-16	2009-02-16 L	Farris, Vaughan	177
SIMPLY THE BEST	736377	1993-09-07	432581	1994-08-26	2009-08-26	Farris, Vaughan	174
STRAWBERRY FRUIT CENTRE MADNESS	808560	1996-03-29	475334	1997-04-28	2012-04-28	Farris, Vaughan	414
SUPERSOURCE	792391	1995-09-12	Dec. Use		1998-09-12 A	Farris, Vaughan	577
SWIFTY'S	470956	1981-06-04	274317	1987-11-26 R	2012-11-26	Farris, Vaughan	073
SWIFTY'S / Design	470957	1981-06-04	274318	1987-11-26 R	2012-11-26	Farris, Vaughan	074
SWIFTY'S / Design	584441	1987-05-20	361462	1989-10-27	2004-10-27	Farris, Vaughan	075
SWIFTY'S / Design	584442	1987-05-20	366692	1980-03-16	2005-03-16	Farris, Vaughan	076
TANGO'S	835885	1997-02-03	Dec Use		2000-02-03	Farris, Vaughan	960
THE BLUE SKY, MY-OH-MY SUNSHINE ...	680639	1991-04-24	405859	1992-12-04	2007-12-04	Farris, Vaughan	077
THE BOOK EXPERTS	636988	1989-07-19	375502	1990-11-09	2005-11-09	Farris, Vaughan	078
TRIAD	477889	1981-11-05	272766	1997-10-15 R	2012-10-15	Farris, Vaughan	083
VALUE PRICED	583871	TRANSFERRED	335024	1998-04-14 T	2004-04-28	Farris, Vaughan	1116
VISION WEST SECURITY	835020	1997-01-30	Dec Use		2000-01-30	Farris, Vaughan	895
WAREHOUSE PACK / Design	722718	1993-02-11	442,494	1995-05-05	2010-05-05	Farris, Vaughan	255
WAREHOUSE SAVE-ON PACK / Design	722717	1993-02-11	432357	1994-08-26	2009-08-26	Farris, Vaughan	256
WATERWORKS	687821	1991-08-12	426607	1994-04-29	2009-04-29	Farris, Vaughan	086
* WESTERN CLASSICS	748280	1994-02-24	IN OPPOSITION			Farris, Vaughan	087
* WESTERN CLASSICS (US)	741560085	1994-08-11	IN OPPOSITION			Farris, Vaughan	100
* WESTERN CLASSICS (W & DESIGN)	773013	1995-01-13	IN OPPOSITION			Farris, Vaughan	318
* WESTERN FAMILY	349084	1971-12-31	184628	1987-07-28 R	2002-07-28	Farris, Vaughan	098
* WESTERN FAMILY	404986	1976-12-06	221617	1992-06-30 R	2007-06-30	Farris, Vaughan	1148
* WESTERN FAMILY & DESIGN	349085	1971-12-31	184629	1987-07-28 R	2002-07-28	Farris, Vaughan	1147
* WESTERN FAMILY & DESIGN	404987	1976-12-06	222543	1992-08-19 R	2007-08-19	Farris, Vaughan	1146

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* WESTERN FAMILY & DESIGN	773014	1995-01-13	Dec Use		1999-01-13	Farris, Vaughan	312
WHERE YOU AND YOUR FAMILY COME FIRST	450857	1980-03-05	249474	1980-08-15	2010-08-15	Farris, Vaughan	088
WHY PAY MORE	809687	1996-04-12	479134	1997-07-29	2012-07-29	Farris, Vaughan	716
WORMSWORTH	682436	1990-07-17	388773	1991-09-06	2006-09-06	Farris, Vaughan	089
WORMSWORTH (DOLL - COPYRIGHT) (US)	VA488788	1991-05-06			2065-02-19	Farris, Vaughan	512
WORMSWORTH DOLL (CDN Industrial design)	29089013	1990-08-29	67888	1991-01-29	2001-01-29	Farris, Vaughan	090
WORMSWORTH FOR LITERACY / Design	662435	1990-07-17	396629	1992-04-03	2007-04-03	Farris, Vaughan	091
WORMSWORTH THINKING CAP	672888	1990-12-20	391833	1991-12-13	2006-12-13	Farris, Vaughan	092
YOUR MARK-IT FOODS	406866	1977-02-07	232165	1979-03-16	2009-03-16	Farris, Vaughan	093
ZIPPIDY-DOO-DAI	680631	1991-04-24	405658	1992-12-04	2007-12-04	Farris, Vaughan	094

L - TRADEMARKS NOT TO BE RENEWED  
 A - ATTENDED OK (WAITING FOR REPLY)  
 R - RENEW/AL DATE  
 T - TRANSFER DATE



SCHEDULE "E"

NIL