

To the Honorable Commissioner of Patents and Trademarks



Documents or copy thereof.

1. Name of conveying party(ies)
 ETI EXPLOSIVES, a partnership comprised of
 EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD.
 and ETI EXPLOSIVES TECHNOLOGIES
 INTERNATIONAL (CANADA), LTD.

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

____ Individual(s) _____ Association
X General Partnership _____ Limited Partnership
 _____ Corporation - State _____ Other

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

3. Nature of conveyance:
X Assignment _____ Merger
 _____ Security Agreement _____ Change of Name
 Other _____

Execution Date: March 26, 1997

100979483 party(ies):
 Name: ETI CANADA INC.
 Internal Address: _____
 Street Address: P.O. Box 610, BCE Place, Canada Trust Tower,
 Suite 3840, 161 Bay Street.
 City: Toronto State: Ontario
 ZIP: M5J 2S1
 Country: Canada

____ Individual(s) citizenship
 _____ Association
 _____ General Partnership
X Corporation - State
 _____ Other

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: Yes _____ No _____

(Designations must be a separate document from Assignment)
 Additional names/addresses attached? Yes _____ No X

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 0,688,546; 1,371,240; 0,065,647; 1,642,724;
 0,664,251; 0,838,189; 1,266,273; 1,266,271;
 0,864,445; 1,655,505; 0,690,751; 1,649,421;
 1,639,673; 1,642,722; 0,831,314; 1,833,778;
 1,624,728; 0,769,001
 Additional numbers attached? _____ Yes X No

5. Name and address of party to whom correspondence
 concerning document should be mailed:
 Name: Andrew I. McIntosh
 Internal Address: c/o Bereskin & Parr
 Street Address: Box 401, 40 King Street West
 City: Toronto State: Ontario ZIP: M5H 3Y2
 Country: Canada

6. Total number of applications
 and registrations involved: 18

7. Total fee (37 CFR 3.41).....\$465.00
X Enclosed CHEQUE # 0176
X Authorized to be charged to deposit account
 (Any deficiency in fees)

8. Deposit account number:
02-2095
 (No need to attach duplicate copy of this page 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.

Andrew I. McIntosh, Regn. 40,453 _____ March 1, 1999
 Name of Person Signing Signature Date
BP File # 4379-120

Total number of pages (including cover sheet): 6

OMB No. 0651-0011 (rev. 4/94) 03/04/1999 DNGUYEN 00000019 0688546

01 FC:481 40.00 OP Do not detach this portion
 02 FC:482 425.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

SCHEDULE A

<u>TRADE MARK</u>	<u>REGISTRATION NUMBER</u>
BOOSTRITE	1,610,517
DELTA SLIDE	1,371,240
FRAGMAX	1,642,724
POURVAN	1,617,541
SEISMO DET	1,266,273
SEISMOPAC	1,266,271
TOVAN	0,864,445
TOVAN SUPER 1, 2, 3, 4	1,655,505
TOVEX BLASTRITE 1	1,649,421
TOVEX BREAKRITE 1	1,639,673
TOVEX FIREBREAK	1,689,543
TOVEX LOADER	1,639,674
TOVEX MINERITE 1	1,642,722
TRENCHRITE 1, 5	1,833,778
TRIMRITE 1	1,624,728
TRIMTEX	0,769,001
ACUDET	0,688,546
NILITE	0,664,251
POURVEX	0,838,189
EXTRA	0,065,647
TOVEX	0,690,751
TOVITE	0,831,314
DETALINE	1,674,984

ASSIGNMENT

WHEREAS, **ETI EXPLOSIVES**, a partnership comprised of **ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD.** and **ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD.**, the full post office address of whose principal office or place of business is P.O. Box 610, BCE Place, Canada Trust Tower, Suite 3840, 161 Bay Street, Toronto, Ontario, M5J 2S1 (hereinafter "**ETI EXPLOSIVES**") is the owner of record of the trade marks and the trade mark registrations as set out in Schedule A hereto;

AND WHEREAS **ETI EXPLOSIVES** has granted a security interest to the **CANADIAN IMPERIAL BANK OF COMMERCE**, whose address is Commerce Court West, Third Floor, Toronto, Ontario, Canada (hereinafter "**CIBC**") in respect of said trade marks and trade mark registrations, on all the terms and conditions of an agreement between **ETI EXPLOSIVES** and **CIBC**, dated May 18, 1995 (hereinafter the "Security Interest");

AND WHEREAS, **ETI CANADA INC.**, the full post office address of whose principal office or place of business is P.O. Box 610, BCE Place, Canada Trust Tower, Suite 3840, 161 Bay Street, Toronto, Ontario, M5J 2S1, has acquired from **ETI EXPLOSIVES**, a partnership comprised of **ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD.** and **ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD.** the whole right, title and interest in and to the said trade marks and the said trade mark registrations therefor as set out in Schedule A hereto together with the goodwill of the business carried out in association therewith, subject to the Security Interest;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, ETI EXPLOSIVES, a partnership comprised of ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD. and ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD. hereby confirms that it has sold, assigned and transferred, and does hereby sell, assign and transfer, subject to the Security Interest, unto ETI CANADA INC., its successors and assigns, the whole right, title and interest in and to the trade marks and the said trade mark registrations set out in Schedule A hereto, together with the goodwill of any and all business carried on in association with the said trade marks, the same to be held by ETI CANADA INC., as fully and effectually as they would have been held by ETI EXPLOSIVES, a partnership comprised of ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD. and ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD., had this assignment not taken place.


ETI EXPLOSIVES, a partnership comprised of ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD. and ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD. hereby agrees that it will, without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain said trade marks and said trade mark registrations and to vest legal title thereto in ETI CANADA INC., its successors, assigns and legal representatives or nominees.

Executed at Toronto, Ontario, Canada, this 26th day of March, 1997.

ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD. and ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD., carrying on business in partnership as ETI EXPLOSIVES



Witness



By: Joe Hunsieck
Title: Authorized Signatory