



To the Honorable Commissioner of Patent

100979475

original documents or copy thereof.

1. Name of conveying party(ies)
 TORONTO-DOMINION BANK

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



2. Name and address of receiving party(ies):
 Name: ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL INC.; ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD. and ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA) LTD. carrying on business in partnership as ETI EXPLOSIVES; and ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA) LTD.

Street Address: Suite 202, Wilson Building, 3511 Silverside Road, Willmington Delaware, 19810-4902, U.S.A.; P.O. Box 610, BCE Place, Canada Trust Tower, Suite 3840, 161 Bay Street, Toronto, Ontario, Canada M5J 2S1

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

3. Nature of conveyance: 3-2-99

____ Assignment _____ Merger
 ____ Security Agreement _____ Change of Name

Other RELEASE AGREEMENT (Excerpt)

Execution Date: May 18, 1995

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 0,688,546; 1,371,240; 0,664,251; 0,838,189; 1,266,273;
 1,266,271; 0,864,445; 0,690,751; 0,831,314; 0,769,001;
 0,065,647

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

0177

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$290.00

X Enclosed CHECK # 0177
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)

03/04/1999 DNGUYEN 00000018 0688546
 01 FC:481 40.00 OP
 02 FC:482 250.00 OP

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 (exp. 4/94)

Do not detach this portion

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

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RELEASE AGREEMENT

May 18, 1995

CIC Canadian Investment Capital Limited,
ETI Explosives,
ETI Explosives Technologies International Ltd.,
ETI Explosives Technologies International (Canada), Ltd. and
Explosifs ETI Quebec Inc.
James A. Coutts
Daniel C. Casey
Canadian Imperial Bank of Commerce

Dear Sirs:

Reference is made to the credit agreement dated as of July 19, 1990, among the Toronto-Dominion Bank (the "Lender"), ETI Explosives Technologies International Ltd. ("CanHoldco") and ETI Explosives Technologies International (Canada), Ltd. ("CanOpco"), carrying on business in partnership as ETI Explosives, as borrower and obligor (the "Borrower"), CanHoldco, CanOpco and certain U.S. subsidiaries of the Borrower (the "Original Credit Agreement"). The Original Credit Agreement was amended pursuant to (i) a credit amending agreement dated as of May 31, 1993, among the Lender, the Borrower, CanHoldco, CanOpco, CIC Canadian Investment Capital Limited ("CIC"), James A. Coutts ("Coutts"), Daniel C. Casey ("Casey") and certain U.S. subsidiaries of the Borrower (the "Credit Amending Agreement") and (ii) a waiver acknowledgement and amending agreement dated as of August 31, 1993, among, the Lender, the Borrower, CanHoldco, CanOpco, CIC, Coutts, Casey, Explosifs ETI Québec Inc. ("ETI Quebec") and certain U.S. subsidiaries of the Borrower (the "Waiver Acknowledgement and Amending Agreement"). The Original Credit Agreement, together with the Credit Amending Agreement and the Waiver Acknowledgement and Amending Agreement shall hereinafter be referred to as the "Canadian Credit Agreement". CanHoldco, CanOpco, CIC, Coutts, Casey and ETI Quebec and Ace Explosives ETI Ltd. ("Ace") shall hereinafter be referred to as the "Obligors".

Reference is also made to the credit agreement, dated as of July 19, 1990 (the "U.S. Credit Agreement") among the Lender, ETI Explosives Technologies International Inc., as borrower and obligor thereunder (the "U.S. Borrower"), ETI Enterprises Inc., as obligor thereunder and certain affiliates of the U.S. Borrower. Capitalized terms used but not defined herein shall have the meanings set forth in the Canadian Credit Agreement.

(b) The Lender hereby terminates and releases any and all security interests in, liens upon, rights of set off against and pledges of, all properties and assets of the Borrower and the Obligors, heretofore granted, pledged, assigned to, or otherwise claimed by, the Lender, whether personal, real or mixed, tangible or intangible, pursuant to the Loan Documents, or otherwise.

TRADEMARK
REEL: 1864 FRAME: 0607

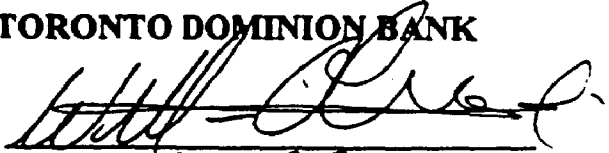
10. **Governing Law**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario.

Yours truly,


THE TORONTO DOMINION BANK

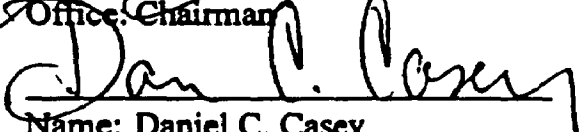
By:


Name: *W. J. O'Connor*
Office: *Manager*


ACKNOWLEDGED AND AGREED:

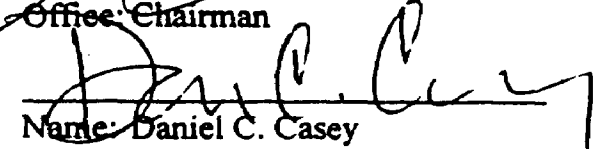
**ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD., and
ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD.
carrying on business in partnership as "ETI Explosives"**

By: 
Name: James A. Coutts
Office: Chairman

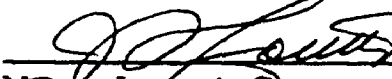
By: 
Name: Daniel C. Casey
Office: Vice Chairman and Secretary

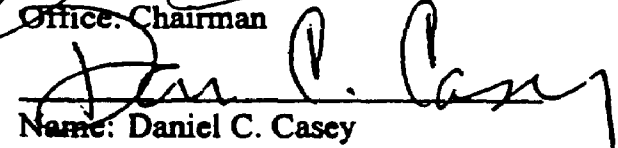
ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL LTD.

By: 
Name: James A. Coutts
Office: Chairman

By: 
Name: Daniel C. Casey
Office: Vice Chairman and Secretary

ETI EXPLOSIVES TECHNOLOGIES INTERNATIONAL (CANADA), LTD.

By: 
Name: James A. Coutts
Office: Chairman

By: 
Name: Daniel C. Casey
Office: Vice Chairman and Secretary

CIC CANADIAN INVESTMENT CAPITAL LIMITED

By: *[Signature]*

Name: James A. Coutts
Office: Chairman

I have authority to bind the Corporation.

By: *[Signature]*

Name: Daniel C. Casey
Office: Vice Chairman and Secretary

I have authority to bind the Corporation.

Witness *[Signature]*

Witness *[Signature]*

[Signature]
JAMES A. COUTTS

[Signature]
DANIEL C. CASEY

EXPLOSIFS ETI QUEBEC INC.

By: *[Signature]*

Name: James A. Coutts
Office: Director

I have authority to bind the Corporation.

By: *[Signature]*

Name: Daniel C. Casey
Office:

SCHEDULE "A"

<u>TRADE MARK</u>	<u>REGISTRATION NO.</u>
ACUDET	0,688,546
DETASLIDE	1,371,240
NILITE	0,664,251
POURVEX	0,838,189
SEISMODET	1,266,273
SEISMOPAC	1,266,271
TOVAN	0,864,445
TOVEX	0,690,751
TOVITE	0,831,314
TRIMTEX	0,769,001
EXTRA	0,065,647