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11-22-2002

Docket No.: D8
T916385



102292394

Tab settings → → →

To the Honorable Commissioner of Patents

ached original documents or copy thereof.

1. Name of conveying party(ies):

Westeel Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other Corporation

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Guarantee and Collateral Agreement

- Merger
- Change of Name

Execution Date: March 10, 2000

2. Name and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce

Internal Address: -

Street Address: BCE Place, 161 Bay Street, 8th Floor

City: Toronto, Ontario State: ON ZIP: M5S 2S8

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

75-744,051 75-744,054

B. Trademark Registration No.(s)

2,564,139

Additional numbers Yes No

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

Name: Arne Fors

Internal Address: -

Street Address: Gowling Lafleur Henderson LLP

Suite 4900, Commerce Court West,

City: Toronto State: ON ZIP: M5L 1S3

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1750

11/21/2002 LMUELLER 00000328 071750 75744051

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01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

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.

Arne Fors, Reg. No. 43,430

Name of Person Signing

Signature

November 14, 2002

Date

Total number of pages including cover sheet, attachments, and

35

GUARANTEE AND COLLATERAL AGREEMENT

made by

VICWEST CORPORATION

and certain of its Affiliates

in favor of

CANADIAN IMPERIAL BANK OF COMMERCE,
as Canadian Administrative Agent

Dated as of March 10, 2000

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GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of March 10, 2000, made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of the CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, the "Canadian Administrative Agent") for the Canadian banks and other financial institutions (the "Canadian Lenders") from time to time parties to the Second Amended and Restated Credit Agreement, dated as of March 10, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MAGNATRAX CORPORATION (previously known as ABCO Holdings Corp.), a Delaware corporation ("Holdings"), AMERICAN BUILDINGS COMPANY, a Delaware corporation (the "U.S. Borrower"), ONEX ABCO LIMITED PARTNERSHIP, a Nevada limited partnership (the "Tranche B Borrower"), DELTA ACQUISITION CORP. (to be succeeded by Vicwest Corporation), a corporation organized under the laws of the Province of Ontario (the "Canadian Borrower"), the several banks and other financial institutions or entities from time to time parties to the Credit Agreement (the "Lenders"), THE BANK OF NOVA SCOTIA, as syndication agent for the Lenders (in such capacity, the "Syndication Agent"), FIRST UNION NATIONAL BANK, as documentation agent for the U.S. Lenders (in such capacity, the "U.S. Documentation Agent"), THE TORONTO-DOMINION BANK, as documentation agent for the Canadian Lenders (in such capacity, the "Canadian Documentation Agent"), CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (in such capacity, the "U.S. Administrative Agent") for the U.S. Lenders and the Canadian Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Canadian Lenders have severally agreed to make extensions of credit to the Canadian Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Canadian Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Canadian Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, Holdings and the Canadian Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, DELTA ACQUISITION CORP. has amalgamated with JANNOCK LIMITED to form VICWEST CORPORATION;

WHEREAS, VICWEST CORPORATION has assumed all of the Canadian Borrower Obligations (as defined herein); and

WHEREAS, it is a condition precedent to the obligation of the Canadian Lenders to make their respective extensions of credit to the Canadian Borrower under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Canadian Administrative Agent for the ratable benefit of the Canadian Lenders;

NOW, THEREFORE, in consideration of the premises and to induce the Canadian Administrative Agent and the Canadian Lenders to enter into the Credit Agreement and to induce the Canadian Lenders to make their respective extensions of credit to the Canadian Borrower thereunder, each Grantor hereby agrees with the Canadian Administrative Agent, for the ratable benefit of the Canadian Lenders, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions. (a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms which are defined in the *Personal Property Security Act* (Ontario) (the "PPSA") on the date hereof are used herein as so defined: Accessions, Accounts, Chattel Paper, Documents of Title, Equipment, Goods, Intangible, Instruments and Inventory.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Canadian Borrower Obligations": the collective reference to the unpaid principal of and interest on the Canadian Loans and Canadian Reimbursement Obligations and all other obligations and liabilities of the Canadian Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Canadian Loans and Canadian Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Canadian Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to the Canadian Administrative Agent or any Canadian Lender (or, in the case of any Hedge Agreement referred to below, any Affiliate of any Canadian Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Canadian Letter of Credit or any Hedge Agreement entered into by the Canadian Borrower with any Canadian Lender (or any Affiliate of any Canadian Lender) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and

“Guarantor Obligations”: with respect to any Guarantor, the collective reference to (i) the Canadian Borrower Obligations and (ii) all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Canadian Administrative Agent or to the Canadian Lenders that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document).

“Guarantors”: the collective reference to each Grantor other than the Canadian Borrower.

“Hedge Agreements”: as to any Person, all interest rate swaps, caps or collar agreements or similar arrangements entered into by such Person providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of nominal interest obligations, either generally or under specific contingencies.

“Intellectual Property”: the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under Canada, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

“Issuers”: the collective reference to each issuer of a Pledged Security.

“Obligations”: (i) in the case of the Canadian Borrower, the Canadian Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

“Patents”: (i) all patents of the Canada, any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, including, without limitation, any of the foregoing referred to in Schedule 6, (ii) all applications for patents of the Canada or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 6, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Patent License”: all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, the Canadian Administrative Agent or any Canadian Lender may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against the Canadian Borrower, any other Guarantor or any other Person or against any collateral security or guarantee for the Canadian Borrower Obligations or any right of offset with respect thereto, and any failure by the Canadian Administrative Agent or any Canadian Lender to make any such demand, to pursue such other rights or remedies or to collect any payments from the Canadian Borrower, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Canadian Borrower, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of the Canadian Administrative Agent or any Canadian Lender against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Canadian Borrower Obligations is rescinded or must otherwise be restored or returned by the Canadian Administrative Agent or any Canadian Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Canadian Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Canadian Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Canadian Administrative Agent without set-off or counterclaim in Canadian Dollars at the office of the Canadian Administrative Agent located at BCE Place, 161 Bay Street, 8th Floor, Toronto, Ontario MSJ 2S8.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby grants to the Canadian Administrative Agent, for the ratable benefit of the Canadian Lenders, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

- (a) all Accounts;

- (b) all Chattel Paper;
- (c) all Documents of Title;
- (d) all Equipment;
- (e) all General Intangibles;
- (f) all Instruments;
- (g) all Intellectual Property;
- (h) all Inventory;
- (i) all Pledged Securities;
- (j) all Vehicles;
- (k) all books and records pertaining to the above; and

(l) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Canadian Administrative Agent and the Canadian Lenders to enter into the Credit Agreement and to induce the Canadian Lenders to make their respective extensions of credit to the Canadian Borrower thereunder, each Grantor hereby represents and warrants to the Canadian Administrative Agent and each Canadian Lender with respect to itself that:

4.1 Representations in Credit Agreement. In the case of each Guarantor, the representations and warranties set forth in Section 4 of the Credit Agreement as they relate to such Guarantor or to the Loan Documents to which such Guarantor is a party, each of which is hereby incorporated herein by reference, are true and correct, and the Canadian Administrative Agent and each Canadian Lender shall be entitled to rely on each of them as if they were fully set forth herein, provided that each reference in each such representation and warranty to the Canadian Borrower's knowledge shall, for the purposes of this Section 4.1, be deemed to be a reference to such Guarantor's knowledge.

(d) Such Grantor is the record and beneficial owner of, and has good and marketable title to, the Pledged Securities pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except the security interest created by this Agreement.

4.7 Receivables. (a) No amount payable to such Grantor greater than \$10,000 under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Canadian Administrative Agent.

(b) None of the obligors on any Receivables is a Governmental Authority, other than (i) obligors on Receivables in which the notices and filings required to be made under the local Requirements of Law have been made and (ii) obligors on Receivables other than those described in clause (i) which at any time constitute in the aggregate less than 5% of the Receivables then outstanding.

(c) The amounts represented by such Grantor to the Canadian Lenders from time to time as owing to such Grantor in respect of the Receivables will at such times be accurate.

4.8 Intellectual Property. (a) Schedule 6 lists all Intellectual Property owned by such Grantor in its own name on the date hereof.

(b) On the date hereof, all material Intellectual Property is valid, subsisting, unexpired and enforceable, has not been abandoned and to the Grantor's knowledge does not infringe the intellectual property rights of any other Person.

(c) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.


(d) No holding, decision or judgment in any action to which Grantor is a party has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect.

(e) No action or proceeding is pending, or, to the knowledge of such Grantor, threatened, on the date hereof seeking to limit, cancel or question the validity of any Intellectual Property or such Grantor's ownership interest therein, and which if adversely determined, would have a material adverse effect on the Canadian Borrower and its Subsidiaries taken as a whole.

4.9 Vehicles. Schedule 7 is a complete and correct list of all Vehicles owned by such Grantor on the date hereof.


IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

VICWEST CORPORATION

By: 
Nigel S. Wright
Vice-President

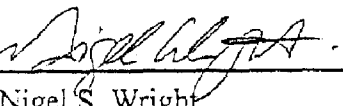
I have authority to bind the Corporation.

153810 CANADA INC.

By: 
Nigel S. Wright
President and Secretary

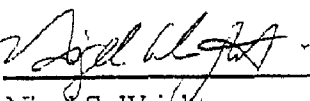
I have authority to bind the Corporation.

177554 CANADA INC.

By: 
Nigel S. Wright
President and Secretary

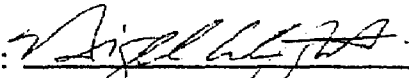
I have authority to bind the Corporation.

177555 CANADA INC.

By: 
Nigel S. Wright
President and Secretary

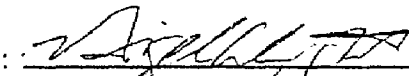
I have authority to bind the Corporation.

177555 CANADA INC.

By: 
 Nigel S. Wright
 President and Secretary

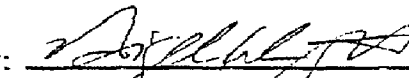
I have authority to bind the Corporation.

359856 ALBERTA LTD.

By: 
 Nigel S. Wright
 President and Secretary


I have authority to bind the Corporation.

554836 ONTARIO LIMITED

By: 
 Nigel S. Wright
 President and Secretary

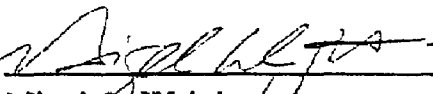
I have authority to bind the Corporation.

745674 ONTARIO LIMITED

By: 
 Nigel S. Wright
 President and Secretary

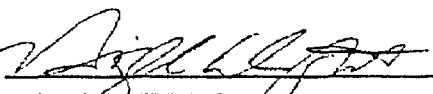
I have authority to bind the Corporation.

1077493 ONTARIO INC

By: 
 Nigel S. Wright
 President and Secretary

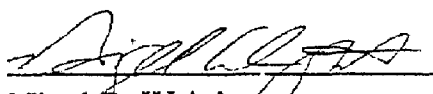
I have authority to bind the Corporation.

3081877 CANADA INC.

By: 
 Nigel S. Wright
 President and Secretary

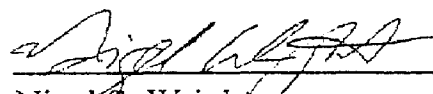
I have authority to bind the Corporation.

BIG 'O' INC.

By: 
 Nigel S. Wright
 President and Secretary

I have authority to bind the Corporation.

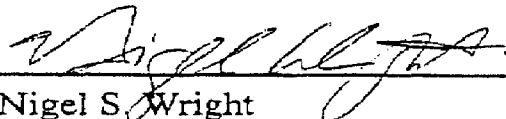
CANCOM EQUITY FUND
 by its general partner
 359856 ALBERTA LTD.

By: 
 Nigel S. Wright
 President and Secretary

I have authority to bind the ^{Partnership} Corporation. *N.S.W.*

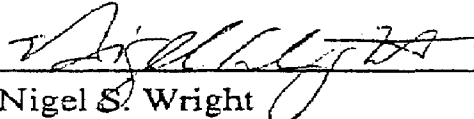
CEF LIMITED PARTNERSHIP NO. 2

by its general partner
359856 ALBERTA LTD.

By: 
Nigel S. Wright
President and Secretary

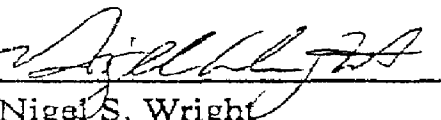
I have authority to bind the ^{Partnership} Corporation. NSW.

DAYMOND DECAMERON INC.

By: 
Nigel S. Wright
President and Secretary

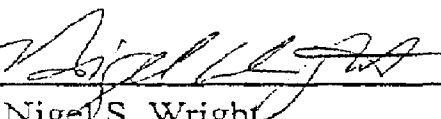
I have authority to bind the Corporation.

DRENAJES Y TUBERIA CORRUGADA, S.A.

By: 
Nigel S. Wright
President and Secretary

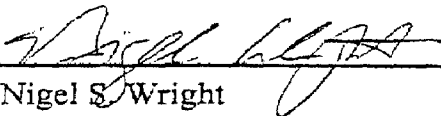
I have authority to bind the Corporation.

DUMBARTON CONSTRUCTION LIMITED

By: 
Nigel S. Wright
President and Secretary

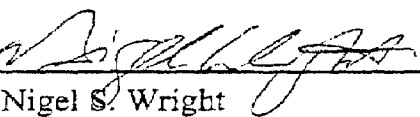
I have authority to bind the Corporation.

INDUSTRIA TEXTIL DE CENTRO AMERICA,
S.A.

By: 
Nigel S. Wright
President and Secretary

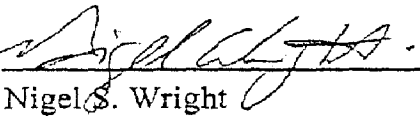
I have authority to bind the Corporation.

JANNOCK IRELAND

By: 
Nigel S. Wright
President and Secretary

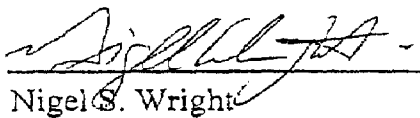
I have authority to bind the Corporation.

JANNOCK LUXEMBOURG, S.A.

By: 
Nigel S. Wright
President and Secretary

I have authority to bind the Corporation.

WESTEEL-ROSCO INDUSTRIES LIMITED

By: 
Nigel S. Wright
President and Secretary


I have authority to bind the Corporation.

ARMTEC LIMITED/ARMTEC LIMITÉE

By: 
Nigel S. Wright
Assistant Secretary

I have authority to bind the Corporation.

WESTEEL LIMITED/WESTEEL LIMITÉE

By: 
Nigel S. Wright
Assistant Secretary

I have authority to bind the Corporation.

NOTICE ADDRESSES OF GUARANTORS

1296 South Service Road
Oakville, Ontario
L6L 5T7

Attention: President

Telephone: 905-825-2272
Fax: 905-825-2252

COPYRIGHTS AND COPYRIGHT LICENSES

PATENTS AND PATENT LICENSES

TRADEMARKS AND TRADEMARK LICENSES

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PATENTS AND PATENT LICENSES

TRADEMARKS AND TRADEMARK LICENSES

Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
ABS	GULF STATES and design (T)	1,463,272 (R)	United States	03Nov87 (R)	03Nov2007	Pre-engineered metal building	Sec. 8 Affidavit accepted 29Sep93	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	GULF STATES and design (T)	1,702,824 (R)	United States	28Jul92 (R)	28Jul2002	Prefabricated metal buildings	Sec. 8 Affidavit accepted 30Sep93	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	KIRBYLOK2000 and design (T)	1,863,466 (R)	United States	22Nov94 (R)	22Nov2004	Metal Roofing panels	Sec 8 Affidavit due 22Nov99 - 22Nov2000	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	KIRBYLOK2000 (T)	1,863,469 (R)	United States	22Nov94 (R)	22Nov2004	Metal roofing panels for use in pre-engineered metal building and roofing systems	Sec. 8 Affidavit due 22Nov99 - 22Nov2000	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	Solar Heating Panel for Metal Buildings (P)	4,334,413 (R)	United States	17Aug92 (R)	17Aug99	Solar heating panel for metal buildings	All maintenance fees paid	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	Metal Roof Panel Seamer Apparatus (P)	4,918,797 (R)	United States	24Apr90 (R)	24Apr2007	Metal roof panel seamer apparatus	3 rd Maintenance fee due 24Oct2001	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	Metal Roofing Panel Clip (P)	5,001,862 (R)	United States	26Mar91 (R)	26Mar2008	Metal roofing panel clip	3 rd Maintenance fee due 26Sep2002	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	Metal Roofing Panel Clip (P)	5,222,341 (R)	United States	29Jun93 (R)	29Jun2010	Metal roofing panel clip	2 nd Maintenance fee due 29Dec2000	ABS	Yes	Tuke, Yopp & Sweeney, PLC Mr. R. Feiber 615-313-3300
ABS	QIKEST (C)	TX2778778 (R)	United States	29Dec69 (R)	29Dec2054	Computer program and manual for automated pricing system.	None	ABS	Yes	ABS

TRADEMARK

Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Big 'O'	Big 'O' (T)	TMA169,453 (R)	Canada	29May70 (R)	28 May2000	WARES: (1) Corrugated plastic drainage tubing and fittings therefor. (2) Tubular textiles for industrial, agricultural, veterinary, medical and pharmaceutical use, plastic products, namely culverts and fittings therefor, hose, feeders, pails. SERVICES: Operation of a business selling above-mentioned wares.	Renewal 29May2000	Big 'O'	Yes	Exeter
Big 'O'	Big 'O' & Design (T)	TMA344,740 (R)	Canada	16Sep88 (R)	16Sep2003	WARES: Tubular textiles for industrial, agricultural, veterinary, medical and pharmaceutical use, plastic products, namely drainage tubings (sic) and culverts and fittings therefor, hose, feeders, pails. SERVICES: Operation of a business selling above-mentioned wares.	Renewal 16Sep2003	Big 'O'	Yes	Exeter
Big 'O'	BOSS N-12 (T)	TMA358,509 (R)	Canada	14Jul89 (R)	14Jul2004	Polyethylene pipe.	Renewal 14Jul2004	Big 'O'	Yes	Exeter
Big 'O'	BOSS (T)	TMA372,302 (R)	Canada	24Aug90 (R)	24Aug2005	Polyethylene pipe.	Renewal 24Aug2005	Big 'O'	Yes	Exeter
Big 'O'	BOSS 1000 (T)	TMA409,165 (R)	Canada	5Mar93 (R)	5Mar2008	Polyethylene pipe.	Renewal 5Mar2008	Big 'O'	Yes	Exeter
Big 'O'	BOSS 2000 (T)	TMA409,160 (R)	Canada	5Mar93 (R)	5Mar2008	Polyethylene pipe.	Renewal 5Mar2008	Big 'O'	Yes	Exeter

TRADEMARK

REEL: 002620 FRAME: 0661

Received Time Mark

Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Big 'O' (Licensor)				Trademark License agreement with Polytubes dated 27Jan96	27Jan2015	License Agreement with Polytubes for all double-wall pipe products is under review and negotiation.		Big 'O'	No	Exeter
Big 'O' (Licensor)				Trademark License agreement with BOP dated 27Jan96	27Jan2015	License Agreement with Polytubes for all double-wall pipe products is under review and negotiation.		Big 'O'	No	Exeter
Big 'O' (Licensor)				Patent License agreement with BOP dated 27Jan96	27Jan2015	License Agreement with Polytubes for all double-wall pipe products is under review and negotiation.		Big 'O'	No	Exeter
Big 'O' (Licensee)				Trademark License agreement with Cannon dated 7 Feb91	4Feb2001	Product Trade Mark - coloured stripe on various pipes		Big 'O'	Yes	
Big 'O' (Licensee)				Patent License agreement with Comfort dated 23May90	27Mar2007	Forming machine		Big 'O'	Yes	
Big 'O'	Apparatus & Method for the Production of Thermoplastic Pipe or Tubing (P)	2,145,408 (A)	Canada	23Mar95 (F)		Apparatus and method for the production of thermoplastic pipe or tubing	Notice of allowance received 2Jul98. Issue fee paid 23Dec98. Maintenance fee due 25Sep99.	Big 'O'	No	Not issued yet
Big 'O'	Apparatus & Method for the Production of Thermoplastic Pipe or Tubing (P)	5,510,071 (R)	United States	23Apr96 (R)	23Apr2013	Apparatus and method for the production of thermoplastic pipe or tubing	Maintenance fee due 23Oct99; 23Oct2003; 23Oct2007	Big 'O'	Yes	Exeter

Division/Company	Trademark(T)/Patent(P)	Application(A)/Registration (R) Number	Jurisdiction	Filing(F)/Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Big 'O'	Apparatus & Method for the Production of Thermoplastic Pipe or Tubing (P)	6-508538 (A)	Japan	25Sep92 (F)		Apparatus and method for the production of thermoplastic pipe or tubing	Request for Examination due 25Sep99	Big 'O'	Yes	
Big 'O'	Apparatus & Method for the Production of Thermoplastic Pipe or Tubing (P)	0663866 (R)	European	10Sep97 (R)		Apparatus and method for the production of thermoplastic pipe or tubing	Designated to Germany Only Maintenance Fee due 25Sep99 Approx. \$675	Big 'O'	Yes	Exeter
Big 'O'	Tubing (P)	183,652 (R)	Mexico	7Jan97 (R)		Tubing	Maintenance fee due 7Jan2001	Big 'O'	Yes	Exeter
Big 'O'	Marine Cock and Flotation Tanks (F)	2,201,631 (A)	Canada	04Apr97 (F)		Marine dock and flotation tanks	Await examination. Maintenance fee due 4Apr2000	Big 'O'	Copy of abstract	Not issued yet
Big 'O'	Floating Dock (P)	08/832/839 (A)	United States	4Apr97 (F)		Marine dock and flotation tanks	Notice of Allowance received. Issue fee paid Dec98	Big 'O'	No	Exeter
Big 'O'	Backing Ring Clamping System (P)	08/814,521 (A) 5,693,951 @	United States	10Mar97 (F) 13Apr99 @	10Jan2014	Backing ring clamping system	Maintenance fees due 13Oct2002; 13Oct2006; 13Oct2010	Big 'O'	Yes.	Exeter
Big 'O'	Backing Ring Clamping System (P)	2,231,661 (A)	Canada	10Mar98 (F)		Backing ring clamping system	Maintenance fee due 10Mar2000	Big 'O'	Copy of filing certificate	Exeter
Big 'O'	Process for Plastic Tubing Manufacture (P)	5,017,321 (R)	United States	21May91 (R)	21May2008	Process for plastic tubing manufacture	Maintenance fee due 21Nov2002	Big 'O'	Yes	Exeter
Big 'O'	Process for Plastic Tubing Manufacture (P)	5,112,546 (R)	United States	12May92 (R)	12May2009	Process for plastic tubing manufacture	Maintenance fee due 12Nov99	Big 'O'	Yes	Exeter
Big 'O'	Process for Plastic Tubing Manufacture (P)	1,318,099 (R)	Canada	26May97 (R)	26May2017	Process for plastic tubing manufacture	Maintenance fee due 25May2000	Big 'O'	No	
Big 'O'	Process for Plastic Tubing Manufacture (P)	2,242,155 (R)	U.K.	26Jan94 (R)	19Mar2010	Process for plastic tubing manufacture	Maintenance fee due 19Mar99	Big 'O'	Yes	Exeter
Big 'O'	Process for Plastic Tubing Manufacture (P)	90-03394 (R)	France	24Mar95 (R)		Process for plastic tubing manufacture	Maintenance fee due 16Mar99	Big 'O'	No Copy of letter only	?
Big 'O'	Process for Plastic Tubing Manufacture (P)	P40 01 608.3 (R)	Germany	31Mar97 (R)	09Mar2010	Process for plastic tubing manufacture	Maintenance fee due 31Mar2000	Big 'O'	Yes	Exeter
Big 'O'	Process for Plastic Tubing Manufacture (P)	1,901,137 (R)	Japan	27Jan95 (R)	13Apr2009	Process for plastic tubing manufacture	Maintenance fee due 13Apr89	Big 'O'	Yes	
Big 'O'	Apparatus for Plastic Tubing Manufacture (R)	4,911,533 (R)	United States	27Mar90 (R)	27Mar2007	Apparatus for plastic tubing manufacture	Maintenance fee due 27Sep2001	Big 'O'	Yes	Exeter

Division/Company	Trademark/Type Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Big 'O'	Method & Apparatus for Producing a Bell Joint (P)	5,441,488 (R)	United States	15Aug95 (R)	15Aug2012	Method and apparatus for producing a bell joint	Maintenance fee due 15Feb2003; 15Feb2007	Big 'O'	Yes	Exeter
Big 'O'	Method & Apparatus for Producing a Bell Joint (P)	2,180,354 (A)	Canada	2Jul96		Method and apparatus for producing a bell joint	Maintenance fee due 4Jan2000	Big 'O'	No	Not issued
Big 'O'	Method & Apparatus for Producing a Bell Joint (P)	5,609,713 (R)	United States	11Mar97 (R)	11Mar2014	Method and apparatus for producing a bell joint	Maintenance fee due 11Sep2000	Big 'O'	Yes	Exeter
Big 'O'	Method & Apparatus for Producing a Bell Joint (P)	94 904 15.6 (A)	European	8Jul96 (F)		Method and apparatus for producing a bell joint	Issue fee paid 12Sep96. Maintenance fee due 31Jan2000	Big 'O'	Yes	Not issued
Big 'O'	Method & Apparatus for Producing a Bell Joint (F)	07-519232 (A)	Japan	4Jul96 (F)		Method and apparatus for producing a bell joint	Request for examination due 4Jan2001	Big 'O'	Yes	?
Big 'O'	Method and Apparatus for Production of Tubing	686094 ®	Australia	21May98®	25Sep2012	Method and Apparatus for production of tubing	Maintenance fee due 25Sep99	Big 'O'	Yes	Exeter
Caradon	PRIME RIB (T)	455,597 (R)	Canada			Farm roofing profile			No	
Caradon	GRAIN VAULT (T)	480,815 (R)	Canada			Grain bin			No	
Caradon	GRAIN GAUGE (T)	871,243 (A)	Canada			Indicates when grain bin is full	Request for extension to file response to examiner's report of Aug 6/98 to Jun 6/99	R.J. Slatery/ de Courville / Nicol (Fraser Miner)	No	
Caradon	BORDEAUX RIB (T)	873,543 (A)	Canada	27Mar98(F)		Roofing panels	Application approved 31Dec98. Being advertised	R. J. Slatery	Yes	Not issued.
Caradon	Grain Gauge (P)		Canada			Indicates when grain bin is full	Application in progress but not filed (Info as of Jun98)		No	
Armtec	ENVIRO-WALL (T)	TMA253,366 (R)	Canada	11Nov60 (R)	28Nov2010		Renewal 28Nov2010		Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)
Armtec	RECOR & DESIGN (T)	246,344 (R)	Canada	06Jun60 (R)	06Jun2010	Helically corrugated metal piping the end portions of which are annularly corrugated.	Renewal 06Jun2010		Yes	Head Office (Renewal Certificate only)

Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Armtec	DURAWALL (T)	TMA236,754 (R)	Canada	19Oct79 (R)	19Oct2009	Metal wall systems	Renewal 19Oct2009		Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)
Armtec	FLEX-BEAM (T)	UCA30194 (R)	Canada	26Apr48 (R)	26Apr2008		Renewal 26Apr2008		Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)
Armtec	PAVED INVERT (T)	UCA29409 (R)	Canada	23Jan48 (R)	23Jan2008		Renewal 23Jan2008		Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)
Armtec	MULTI-PLATE (T)	UCA00261 (R)	Canada	11Jan33 (R)	11Jan2008		Renewal 11Jan2008		Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)
Armtec	HEL-CCR (T)	UCA29410 (R)	Canada	23Jan48 (R)	23Jan2008		Renewal 23 Jan2008		Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)
Armtec	ARMTEC & DESIGN (T)	TMA389,416 (R)	Canada	18Oct91 (R)	18Oct2006	Building systems, namely, pre-engineered buildings for non-residential construction; construction products, namely, floor products, namely, metal grating and water control gates, corrugated steel drainage pipes, highway guard rails, retaining walls, and field assembled underpasses and bridges.	Renewal 18Oct2006		Yes	Head Office

Received This Month

Division/Company	Trademark(TY) Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Armtec	ARMEC INC. & DESIGN (T)	TMA389,825 (R)	Canada	10Apr92 (R)	10Apr2007	Building systems, namely, pre-engineered buildings for non-residential construction; construction products; namey, floor grating and water control gates, corrugated steel drainage pipes, highway guard rails, retaining walls, and field assembled underpasses and bridges. Associated with TMA389,416.	Renewal 10Apr2007	McCarthy Teraut Pam O'Connell/Mike Kidd Armtec	Yes	Head Office
Armtec	ARMEC & DESIGN	1,713,021 (R)	United States	08Sep92 (R)	08Sep2002	Water control gates, primarily made of metal	Declaration of Use filed 6Nov97		Yes	Head Office
Armtec	ULTRA STAB	2,048,094 (R)	United States	25Mar97 (R)	25Mar2007	Nonmetallic couplers for corrugated pipe	Affidavit of Use due between 25Mar2002 and 25Mar2003.		Yes	Head Office
Armtec	ULTRA STAB	TMA451,847 (R)	Canada	15Dec95 (R)	15Dec2010	Couplers for corrugated pipe.	Renewal 25Dec2010	Jim Lake Ridout & Maybes/Mike Kidd Armtec	Yes	Head Office

TRADEMARK
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Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Armtec	LARGE ENOUGH TO SERVE YOU, SMALL ENOUGH TO KNOW YOU (T)	TMA460,797 (R)	Canada	29Nov95 (R)	29Nov2011	Construction products, namely, pipes, end section for pipes, drains, grating and flooring, ditch liners, collector pans, plates, spans, liner plates, retaining walls, guardrails, steel sheeting, conveyor covers, sign posts and arch beam conduit bridges; geosynthetic products, namely, non- woven geotextiles, woven geotextiles, bentonite clay liners, cellular confinement systems, namely, series of connected cells in which fill is placed, silt fences, geogrids, erosion control blankets, geomats/core drains; water control products, namely, heavy and medium duty sluice gates, fabricated gates, radial gates, roller gates, overshot gates, cutwater gates, shear gates, mud valves, pressure relief valves, flap gates and telescoping valves.		Terri Woods - Armtec	Yes	Armtec
Armtec	Slab Joint Coupler (P)	2,092,728 (R)	Canada	06May97 (R)	26Mar2013	Slab joint coupler for corrugated pipe.	Fifth maintenance fee paid March 1999	J. Lake-Ridout, Maybee diarizing and notifying K. Murphy	Yes	Head Office
Armtec	Slab Joint Coupler (P)	5,257,836 (R)	United States	2Nov93	2Nov2010	Slab joint coupler for corrugated pipe	Renewal fee paid Apr87	J. Lake-Ridout, Maybee diarizing and notifying K. Murphy	Yes	Armtec
Armtec	BRIDGE-PLATE (T)	1,004,599 (A)	Canada	09Feb99		Steel sheeting, corrugated culverts and tunnel sections	Filing acknowledged	Mike Kidd Armtec/Fraser Milner Agent	Yes	

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Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Armtec	SMOOTH-FLO (T)	292,936 (R)	Canada	13 July 84 (R)	13 Jul 2014		Renewal 13 Jul 2014	Fraser Milner	No	
Armtec	SUPER-SPAN (T)	305,159 (R)	Canada	25 Jul 85 (R)	26 Jul 2000		Renewal 26 Jul 2000		No	
Westeel	WESTEEL (T)	TMA273,360 (R)	Canada	28 Oct 82 (R)	29 Oct 2012	Metal fencing, including fence panel removal tools, in kit form	Declaration of use filed 28 Jul 82. Renewed 29 Oct 97	K. Murphy/B. Warner, Westeel	Yes (data sheet)	Unknown
Westeel	WESTEEL (T)	UCA20271(R)	Canada	27 Jun 45 (R)	27 Jun 2005	(1) Metal building materials and industrial and drainage equipment, namely, roofing, siding, partitions, sheets, laths, frames, doors, windows, trims, shelving, treads, ventilators, skylights, valleys, pipes, chutes, stacks, troughs, buckets, kettles, sinks, boilers, drums, tanks, lockers, cabinets, boxes, cans, molds, casing, curbing, culverts, liles, posts and signs. (2) Truck boxes. (3) Metal bins for storage of grain and the like.	Renewed 27 Jun 90 Date of 1 st use 1) 10 Apr 95 2) 11 Jul 71 3) Jan 82 Renewal 27 Jun 2005	B. Warner Westeel	Yes (Certificate of Renewal and data sheet)	Unknown
Westeel	WESTEEL-ROSCO (T)	TMA257,265 (R)	Canada	27 Mar 81 (R)	27 Mar 2011	Agricultural storage equipment, namely, grain bins, bulk feed tanks, hopper bottom bins, and farm storage tanks.	Renewed 27 Mar 96. Used in CDA since 1966 Renewal 27 Mar 2011	K. Murphy/B. Warner, Westeel	Yes (Certificate of Renewa and data sheet)	Unknown
Westeel	WESTEEL (T)	1,280,478 (R)	United States	05 Jun 84 (R)	05 Jun 2001	Metal bins for storage of grains and other fungibles	Declaration of use filed 1 Jun 90	B. Warner, Westeel	Yes - data sheet	Unknown

Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing (F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Westeel	ROSCO (T)	TMDA046,324 (R)	Canada	14May29 (R)	14May2009	1) roofing and building material and supplies. 2) Regulatory signs, non- electric; street name signs, non-electric; commercial display signs, non-electric; culvert pipe and accessories; well curbing; tobacco kin sets; materials handling equipment known as tote boxes and skids; portable silos	Used in Canada since Jul46 Renewal 14May2009	B. Warner, Westeel	Yes (data sheet)	Unknown
Westeel	RETRO-VAULT (T)	TMA486,668 ®	Canada	10Dec97®	10Dec2012	Metal containment receptacle complete with a rubberized tarpaulin weather shield and hold- down straps to retain and retrofit above-ground petroleum storage tanks.	Declaration of Use filed 19Nov97 Renewal due 10Dec2012	B. Warner, Westeel	No	Winnipeg
Westeel	FUELEVEL (T)	657,267(A)	Canada	4May90 (F)			ABANDONED		N/A	
Westeel	FUELEVEL (T)	74/100,506(A)	United States	02Apr85 (R)	02Apr2005	Metal bins for storage of grain and other fungibles	Declaration of Use file 30Jan91	B. Warner, Westeel	Yes	Winnipeg
Westeel	WESTEEL WIDE-CORR (T)	1,327,974 (R)	United States	02Apr85 (R)						
Westeel	WIDE-CORR (T)	TMA273,569 (R)	Canada	5Nov62 (R)	5Nov2012	Metal bins for storage of grain and the like	Declaration of Use filed 11Jun82Instructions to renew to L. de Couville Nicol 13Apr96	B. Warner, Westeel	Yes - (data sheet)	Unknown
Westeel	PANELIZER (T)	TMA293,886 (R)	Canada	10Aug84®		Stackable wall panels and head house structures for constructing grain storage enclosures.	WITHDRAWN		N/A	Unknown
Westeel	STRONGHOLD (T)	TMA296,140 (R)	Canada	14Dec84 ®	14Dec99	Storage tanks of plastic material	Renewal 14Dec99	B. Warner, Westeel	Yes - (data sheet)	Unknown
Westeel	FEED-STOR (T)	873,259 (A)	Canada	24Mar96 (F)		Metal hopper storage bin for grain storage or the like	WITHDRAWN		N/A	
Westeel	SEED-STOR (T)	867,665 (A)	Canada	29Jan96 (F)		Steel hopper storage bin for feed storage or the like	WITHDRAWN		N/A	

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Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Westeel	SEED-STOR (T)	75450712 (A) 75744,053 (A)	United States	16Mar98 (F) 6July99 (F)		Metal hopper storage bin for grain storage or the like	Awaiting first Office Action. Pending examination	Fillmore Riley R. Ader/Brad Warner Westeel	Pending	
Westeel	CIRC-AIR (T)	TMA506,451 ©	Canada	13Jan99 ©	13Jan2014	Round pit aeration system for grain bins	Declaration of Use filed 24De98. Renewal 13Jan2014	Fillmore Riley R. Ader/Brad Warner Westeel	Yes	Winnipeg
Westeel	STIFF-CORR (T)	TMA483,767 (R)	Canada	8Oct97 (R)	8Oct2012	Metal bins for storage of grain and the like.	Renewal 8Oct2012	Fillmore Riley R. Ader/Brad Warner Westeel	Yes	Winnipeg
Westeel	ROAD-VAULT (T)	882,783 (A)	Canada	26June98 (F)		Fuel storage tank approved by Transport Canada and United Nations for transporting of fuel.	Pending examination.	Fillmore Riley R. Ader/Brad Warner Westeel		
Westeel	ROAD-VAULT (T)	75528,570 (A) 75744,052 (A)	United States	31Jul98 (F) 6July99 (F)		Fuel storage tank approved by Transport Canada and United Nations for transporting of fuel.	Pending examination.	Fillmore Riley R. Ader/Brad Warner Westeel	Pending	
Westeel	VACU-VAULT (T)	TMA493,819 (R)	Canada	28Apr98 (R)	28Apr2013	Double containment petroleum storage/ dispensing tank having a system to detect leakage in the space between the inner and outer shells	Declaration of use filed May 6/97. Renewal 28 Apr2013	Fillmore Riley R. Ader/Brad Warner Westeel	Yes	Winnipeg
Westeel	C-RING (T)	882,424 (A)	Canada	26Jun98 (F)		Secondary containment ring for single wall above ground tanks.	Approved for publication June 10/99 - Published July 7, 1999	Fillmore Riley R. Ader/Brad Warner Westeel	Pending	
Westeel	C-RING (T)	75514,046 (A) 75744,055(A)	United States	7Jul98 (F) 6July99 (F)		Secondary containment ring for single wall above ground tanks	Pending examination.	Fillmore Riley R. Ader/Brad Warner Westeel	Pending	
Westeel	MAGNUM-G (T)	881,849 (A) 519,902 ©	Canada	18Jun96 (F) 25Nov99 ©		Steel hopper storage bin for grain storage or the like	Published July 21, 1999	Fillmore Riley R. Ader/Brad Warner Westeel	Pending	

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Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Westeel	MAGNUM-G (T)	75/507,897 (A)	United States	24Jun98 (F)		Steel hopper storage bin for grain storage or the like	Pending examination	Fillmore Riley R. Ade/Brad Warner Westeel	Pending	
Westeel	MAGNUM-F (T)	881,848 (A)	Canada	18Jun96 (F)		Steel hopper storage bin for fertilizer storage or the like	Published July 21/99	Fillmore Riley R. Ade/Brad Warner Westeel	Pending	
Westeel	MAGNUM-F (T)	75/507,898 (A)	United States	24Jun98 (F)		Steel hopper storage bin for fertilizer storage or the like	Pending examination	Fillmore Riley R. Ade/Brad Warner Westeel	Pending	
Westeel	FUEL-VAULT (T)	TMA428378	Canada	3Jun94	3Jun2009	Contained double wall metal tank for fuel storage	Declaration of use filed 17Mar94. Renewal due 3Jun2009	B. Warner, Westeel	Yes	Winnipeg
Westeel	RECYCOIL (T)	TMA414,654	Canada	16Jul93	18Jul2009	Contained metal tanks (Double-wall) for used oil storage.	Declaration of Use filed 20May93. Renewal due 18Jul2008	B. Warner, Westeel	Yes	Winnipeg
Westeel	Grain Bin Construction (F)	1,280,540 (R)	Canada	15Oct91 (R)	15Oct2008	Dual cone construction method for hopper aeration. Used in "Twin- Air" line of bins and hoppers produced in Saskatoon/Olds.	Maintenance fee due 15Oct99	R. McDonald Westeel	Yes	Winnipeg
Westeel	Fuel Containment Device (P)	2,218,435 (A)	Canada	15Oct97 (F)		Sheet metal enclosure providing secondary containment for existing fuel/oil tanks. Key features are hold-down method and flexible tarp- type cover. Used in "Retro- Vault" product line.	Application maintenance fee due 15 Oct99. Must apply for examination by 15Oct2002 (not planned).	R. McDonald Westeel	Yes	Winnipeg
Westeel	Aerated Storage Bin (P)	2,203,401 (A)	Canada	23Apr97 (F)		Circular in-floor aeration pit system where perimeter panels provide concrete forming and leveling functions. Offers higher %age of floor surface for aeration. Used in "Circ-Air" products.	Application maintenance fee due 23Apr99. Must apply for examination by 23Apr2002	B. Eychelmar/ R. McDonald, Westeel	Yes - application	Winnipeg

Division/Company	Trademark(T)/Patent(P)	Application(A)/Registration (R) Number	Jurisdiction	Filing(F)/Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
Westeel	Aerated Storage Bin (P)	842,371 (A)	United States	24Apr97 (F)		Circular in-floor aeration pit system where perimeter panels provide concrete forming and leveling functions. Offers higher %age of floor surface for aeration. Used in "Circ-Air" products.	Must apply for examination by 24Apr2000 Abandoned in error - reinstatement in process.	B. Eydelmant/ R. McDonald, Westeel	Yes - application	Winnipeg
Westeel	Attachment of Anchored Vertical Support Member to Ground-Engaging Structure (P)	2,256,149 (A)	Canada	16Dec86 (F)		Retaining clip used in "C-Ring" secondary containment systems. Provides ease of installation and vertical "float" capability re: frost heave.	Examination not requested at this time.	R. McDonald, Westeel	Yes - application	Winnipeg
Westeel	Attachment of Anchored Vertical Support Member to Ground-Engaging Structure (P)		United States			Retaining clip used in "C-Ring" secondary containment systems, provides ease of installation and vertical "float" capability re: frost heave.	Application to be filed.	R. McDonald, Westeel		
Westeel	Storage Bin Lid or Cover Closing and Opening Mechanism (P) (Licensed to Westeel)	1,280,913 (R) (Owner - W.J. Koenders)	Canada	16May88(R)	May2009	Remote Vent Cap Opener. Used under license on Wide Corr grain bins. Method for economic, low-profile fill cap opener operable from ground level.	Annual license fee due 12Oct99	Accounting/ R. McDonald, Westeel	Yes	(With inventory)
Westeel	Grain Dryer (P)	2,045,032 (R) (R. Loyns, inventor). Assigned to Westeel 11Feb99	Canada	17Aug93 (R)	19Jun2011	Recirculating batch grain dryer built within hopper bin	Maintenance fee due 14Jun99 (Westeel to pay)	B. Allen, Westeel	Yes	Naicam, SK
MCWEST	SUPERVIC (T)	TMA157,423 (R)	Canada	26Jun68 (R)	28Jun2013	Formed and prefabricated metal, steel and aluminium sheets and panels for roofing, siding, decking, walls and partitions.	Renewal due 28Jun2013	Fraser Milner	Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)

TRADEMARK

Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
VICWEST	MURALIC (T)	TMA157,424 (R)	Canada	28Jun68 (R)	28Jun2013	Formed and prefinished metal, steel and aluminum sheets and panels for siding, walls and partitions.	Renewal due 26Jun2013	Fraser Milner	Yes (Renewal Certificate only)	Head Office (Renewal Certificate only)
VICWEST	COLORITE (T)	858,847 (A)	Canada	16Oct97 (F)		Protective and decorative coatings for application to steel and metal materials used in the buildings and construction industries	Notice of approval dated 11Mar99	K. Ritchie, Vicwest/Ewan McArdle, Ridout, Maybee 416-868-1482	Copy of Filing Certificate	
VICWEST	Adjustable Spacer Kit (P)	1,197,361 (R)	Canada	3Dec85 (R)	3Dec2002	Adjustable spacer kit of parts, and building wall or roof structure incorporating the same	N/A	K. Ritchie, Vicwest/Ewan McArdle, Ridout Maybee 416- 868-1482	Yes	Vicwest
VICWEST	Adjustable Spacer Kit (P)	4,495,741 (P)	United States	29Jan85 (R)	29Jan2002	Adjustable spacer kit of parts, and building wa or roof structure incorporating the same	N/A	K. Ritchie Vicwest/Ewan McArdle, Ridout Maybee 416- 868-1482	Yes	Vicwest
VICWEST	Panel Mounting Clip (P)	1,329,690 (R)	Canada	24May94 (R)	24May2011	Panel Mounting Clip	Annual Maintenance fee due 24May99	K. Ritchie, Vicwest/ Ewan McArdle, Ridout Maybee 416-868-1482	Yes - 1st page	Vicwest
VICWEST	Panel Mounting Arrangement (P)	2,116,309 (R)	Canada	23Feb84 (R)	23 Feb2014	Panel Mounting Arrangement	Annual Maintenance fee due 23Feb99. Examination request due 23Feb2001	K. Ritchie, Vicwest/Ewan McArdle, Ridout Maybee 416-868-1482	Copy of Filing Certificate	
VICWEST	Panel Mounting Structure (P) Owner Michael Sommerstein	2,133,537 (R)	Canada	03Oct94 (R)	03Oct2014	Panel Mounting structure	Annual Maintenance fee due 03Oct99. Examination request due 30Oct2001	K. Ritchie, Vicwest/Ewan McArdle, Ridout Maybee 416-868-1482	Copy of Filing Certificate	
VICWEST	Panel Mounting Structure (P) Owner Michael Sommerstein, Barry Mandelays	2,220,422 (R)	Canada	03Nov97 (R)	03Nov2017	Panel Mounting Structure	Annual Maintenance fee due 03Oct99. Examination request due 3Nov2002	K. Ritchie, Vicwest/ Ewan McArdle, Ridout, Maybee 416-868-1482	Copy of Filing Certificate	

Division/Company	Trademark(T)/ Patent(P)	Application(A)/ Registration (R) Number	Jurisdiction	Filing(F)/ Registration (R) Date	Expiration Date	Wares or Process	Status/Next Action Date	Responsibility for Maintenance	Copy at Head Office	Location of Original
VICWEST	Machine for Forming Seam securing together adjacent roofing or wall panels, and roofing or wall panel structure formed (P)	Application	United States	Filed week of Jan 25/99 (F)		Machine for forming seam securing together adjacent roofing or wall panels, and roofing or wall panel structure formed thereby	Pending	K. Ritchie, Viewest/Ewan McArdle, Ridout, Maybee 416-868-1482	Nothing available yet	
MCWEST	Apparatus for testing cladding paneling structure for buildings (P)	Application	United States	Filed week of Jan 25/99		Apparatus for testing cladding paneling structures for buildings	Pending	K. Ritchie, Viewest/Ewan McArdle, Ridout, Maybee 416-868-1482	Nothing yet available	
JENISYS ENGINEERED PRODUCTS	JENISYS (T)	Application Serial No. 1,012,873	Canada	22Apr99(F)		Services (1) Design, fabrication and supply of metal building and storage systems and components thereof, design, fabrication and supply of metal building products; and design, fabrication and supply of metal pipe. (2) Design, fabrication and supply of plastic building products and plastic pipe.	Response to Examiner's Report due Sept 19/99.	I. deCourville Nicolle, Fraser Millner 613-783- 9633	Com applicatio n	

RECORDED: 11/15/2002

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REEL: 002620 FRAME: 0674