

RECORDATION FORM COVER SHEET

Docket No.: 128

T916385

11-26-2002



102292976

Tab settings → → → ▼

To the Honorable Commissioner of Patents a

ed original documents or copy thereof.

1. Name of conveying party(ies):

Westeel Limited

med  
11-150

Name: Canadian Imperial Bank of Commerce

Internal Address: -

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

City: Toronto 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

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other Corporation

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Confirmation of Grant of Security Interest

Execution Date: November 14, 2002

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

A. Trademark Application No.(s)

76-431,902 75-744,053

B. Trademark Registration No.(s)

Additional numbers

☐ Yes ☒ No

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

Name: Arne Fors

Internal Address: -

11/25/2002 TDI A21 00000255 071750 76431902

01 FC:8521 40.00 CH  
02 FC:8522 25.00 CH

Street Address: Gowling Lafleur Henderson LLP

Suite 4900, Commerce Court West

City: Toronto State: ON ZIP: M5L 1J3

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41):.....\$ \$65.00

☐ Enclosed 65 E

☒ Authorized to be charged to deposit account

8. Deposit account number:

07-1750

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.

Arne Fors, Reg. No. 20,775

Name of Person Signing

Arne Fors

Signature

November 14, 2002

Date

Total number of pages including cover sheet, attachments, and

2

TRADEMARK

REEL: 002622 FRAME: 0715

**CONFIRMATION OF GRANT OF SECURITY INTEREST FROM  
WESTEEL LIMITED TO CANADIAN IMPERIAL BANK OF COMMERCE, AS  
CANADIAN ADMINISTRATIVE AGENT**

This will confirm that, pursuant to a Guarantee and Collateral Agreement dated March 10<sup>th</sup>, 2000, between Westeel Limited a corporation incorporated under the laws of Ontario (hereinafter referred to as "Westeel"), whose full post office address is 1296 South Service Road, Oakville, Ontario, L6L 5T7 and Canadian Imperial Bank of Commerce, as Canadian Administrative Agent (hereinafter referred to as "CIBC"), whose full post office address is BCE Place, 161 Bay Street, 8<sup>th</sup> Floor, Toronto, Ontario, M5J 2S8, for good and valuable consideration, the receipt and sufficiency of which is hereby confirmed and acknowledged, Westeel has granted to CIBC a security interest, lien and charge in all of Westeel's full and exclusive right, title and interest in and to any and all copyrights, patents, trademarks and other intellectual property, including without limitation, the patents and patent applications set out in the Schedule attached hereto (the "Patents"), as well as, any and all divisional, re-examination, reissue, continuation, continuation-in-part applications or other corresponding foreign applications which may be filed relating to the Patents and any all Letters Patent to be granted and issued therefore, the same to be held and enjoyed by CIBC, strictly subject to the terms of the Guarantee and Collateral Agreement.

**EXECUTED** at Toronto, Ontario this 14<sup>th</sup> day of November, 2002.


**WESTEEL LIMITED**, by its lawful attorney **CANADIAN IMPERIAL BANK OF COMMERCE**, as Canadian Administrative Agent, pursuant to a limited power of attorney granted in the Guarantee and Collateral Agreement dated March 10<sup>th</sup>, 2000.

Per:   
Name: **David Evelyn**  
Title: **Director**

I have authority to bind the Canadian Administrative Agent.

**STATEMENT OF WITNESS**

I, Neil Alan Fineberg, whose full post office address is Suite 4900, Commerce Court West, Toronto, Ontario, M5L 1J3 was personally present and did see David Evelyn who is known to me, execute the above "Confirmation".

  
Signature of Witness

**EXECUTED** at Toronto, this 14<sup>th</sup> day of November, 2002.

5180138 v1

**Canadian Patents Owned By Or Licensed To Westeel Limited**

| <b>Patent</b>  | <b>Registration Number</b> |
|--|----------------------------|
| GRAIN BIN CONSTRUCTION   | 1,290,540                  |
| STORAGE BIN LID OR COVER CLOSING AND OPENING MECHANISM (LICENSED TO WESTEEL) | 1,290,913                  |

**United States Patents Owned By Westeel Limited**

| <b>Patent</b>  | <b>Registration Number</b> |
|--|----------------------------|
| CONTROL MEANS FOR INJECTION SYSTEMS OF AGRICULTURAL SPRAYERS | 5,046,665                  |

**Canadian Trade-Marks Owned By Westeel Limited**

| <b>Trade-Mark</b>              | <b>Application/Registration Number</b> |
|--------------------------------|--|
| CEDARGRAIN & DESIGN            | TMA430,658                             |
| PACIFIC WESTEEL DESIGN         | TMA460, 319                            |
| CENTURION (application)        | 1136140                                |
| SEEDSTORK DESIGN (application) | 1103677                                |

**United States Trade-Marks Owned By Westeel Limited**

| <b>Trade-Mark</b> | <b>Application Number</b> |
|-------------------|---------------------------|
| CENTURION         | 76-431902                 |
| SEED-STOR         | 75-744053                 |

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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 (the "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, 8<sup>th</sup> Floor, Toronto, Ontario M5J 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.

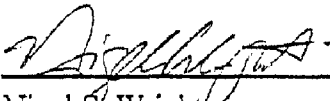
(d) No holding, decision or judgment in any action to which Grantor is a party has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or such Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material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

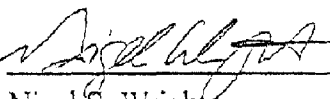
I have authority to bind the Corporation.

153810 CANADA INC.

By:   
Nigel S. Wright  
President and Secretary

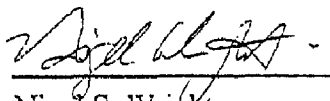
I have authority to bind the Corporation.

177554 CANADA INC.

By:   
Nigel S. Wright  
President and Secretary

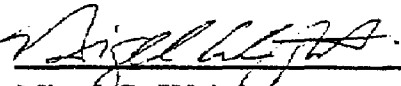
I have authority to bind the Corporation.

177555 CANADA INC.

By:   
Nigel S. Wright  
President and Secretary

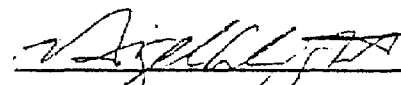
I have authority to bind the Corporation.

177555 CANADA INC.

By:   
 Nigel S. Wright  
 President and Secretary

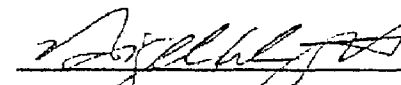
I have authority to bind the Corporation.

359856 ALBERTA LTD.

By:   
 Nigel S. Wright  
 President and Secretary

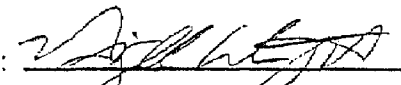
I have authority to bind the Corporation.

554836 ONTARIO LIMITED

By:   
 Nigel S. Wright  
 President and Secretary

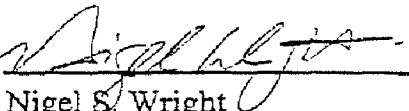
I have authority to bind the Corporation.

745674 ONTARIO LIMITED

By:   
 Nigel S. Wright  
 President and Secretary

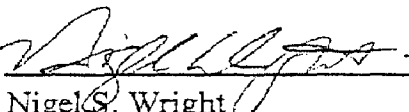
I have authority to bind the Corporation.

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

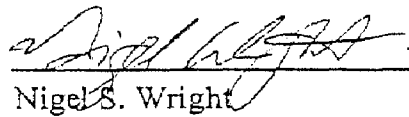
I have authority to bind the Corporation.

BIG 'O' INC.

By:   
 Nigel S. Wright  
 President and Secretary

I have authority to bind the Corporation.

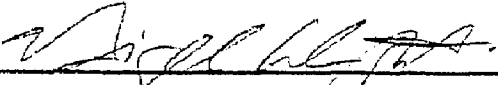
CANCOM EQUITY FUND  
 by its general partner  
 359856 ALBERTA LTD.

By:   
 Nigel S. Wright  
 President and Secretary

I have authority to bind the <sup>Partnership</sup> ~~Corporation~~ <sup>NBW</sup>.

CEF LIMITED PARTNERSHIP NO. 2

by its general partner  
359856 ALBERTA LTD.

By:   
Nigel S. Wright  
President and Secretary

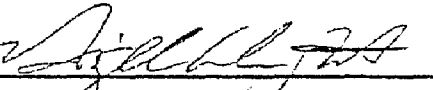
I have authority to bind the <sup>Partnership</sup> ~~Corporation~~ NW.

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.

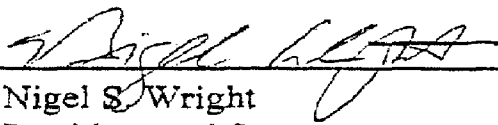
DUMBARTON CONSTRUCTION LIMITED

By:   
Nigel S. Wright  
President and Secretary

I have authority to bind the Corporation.

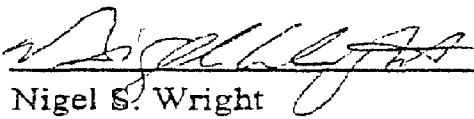


INDUSTRIA TEXTIL DE CENTRO AMERICA,  
S.A.

By:   
Nigel S. Wright  
President and Secretary

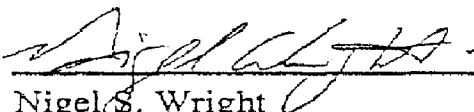
I have authority to bind the Corporation.

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

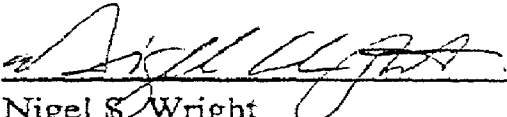
I have authority to bind the Corporation.

WESTEEL-ROSCO INDUSTRIES LIMITED

By:   
Nigel S. Wright  
President and Secretary

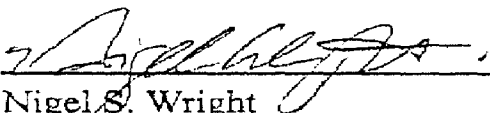
I have authority to bind the Corporation.

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

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| Division/Company | Trademark(T)/<br>Patent(P)                     | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process  | Status/Next<br>Action Date                       | Responsibility<br>for<br>Maintenance | Copy at<br>Head<br>Office | Location of<br>Original  |
|------------------|--|---|---------------|--|--------------------|--|--|--------------------------------------|---------------------------|--|
| ABS              | GULF STATES and design (T)                     | 1,463,272 (R)                                 | United States | 03Nov81 (R)                            | 03Nov2007          | Pre-engineered metal<br>building   | Sec. 8 Affidavit<br>accepted 29Sep93             | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | GULF STATES and design (T)                     | 1,702,824 (R)                                 | United States | 28Jul92 (R)                            | 28Jul2002          | Prefabricated metal<br>buildings   | Sec. 8 Affidavit<br>accepted 30Sep93             | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | KIRBYLOK2000 and design (T)                    | 1,863,465 (R)                                 | United States | 22Nov84 (R)                            | 22Nov2004          | Metal Roofing panels   | Sec 8 Affidavit due<br>22Nov89 -<br>22Nov2000    | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | KIRBYLOK2000 (T)                               | 1,863,469 (R)                                 | United States | 22Nov84 (R)                            | 22Nov2004          | Metal roofing panels for<br>use in pre-engineered<br>metal building and roofing<br>systems | Sec. 8 Affidavit due<br>22Nov89 -<br>22Nov2000   | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | Solar Heating Panel for Metal<br>Buildings (P) | 4,334,413 (R)                                 | United States | 17Aug92 (R)                            | 17Aug99            | Solar heating panel for<br>metal buildings   | All maintenance<br>fees paid                     | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | Metal Roof Panel Seamer<br>Apparatus (P)       | 4,918,797 (R)                                 | United States | 24Apr80 (R)                            | 24Apr2007          | Metal roof panel seamer<br>apparatus   | 3 <sup>rd</sup> Maintenance fee<br>due 24Oct2001 | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | Metal Roofing Panel Clip (P)                   | 5,001,862 (R)                                 | United States | 26Mar91 (R)                            | 26Mar2008          | Metal roofing panel clip   | 3 <sup>rd</sup> Maintenance fee<br>due 26Sep2002 | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | Metal Roofing Panel Clip (P)                   | 5,222,341 (R)                                 | United States | 29Jun93 (R)                            | 29Jun2010          | Metal roofing panel clip   | 2 <sup>nd</sup> Maintenance<br>fee due 29Dec2000 | ABS                                  | Yes                       | Tuke, Yopp &<br>Sweeney,<br>PLC<br>Mr. R. Felber<br>615-313-3300 |
| ABS              | QIKEST (C)                                     | TX277878 (R)                                  | United States | 29Dec89 (R)                            | 29Dec2004          | Computer program and<br>manual for automated<br>piling system                              | None   | ABS                                  | Yes                       | ABS  |

| Division/Company | Trademark(T)/<br>Patent(P) | Application(A)/<br>Registration (R)<br>Number | Jurisdiction | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process  | Status/Next<br>Action Date | Responsibility<br>for<br>Maintenance | Copy at<br>Head<br>Office | Location of<br>Original |
|------------------|----------------------------|---|--------------|--|--------------------|--|----------------------------|--------------------------------------|---------------------------|-------------------------|
| Big 'O'          | Big 'O' (T)                | TMA169,453 (R)                                | Canada       | 29May70 (R)                            | 29 May2000         | WARES: (1) Corrugated<br>plastic drainage tubing<br>and fittings therefor; (2)<br>Tubular textiles for<br>Industrial, agricultural,<br>veterinary, medical and<br>pharmaceutical use;<br>plastic products, namely<br>culverts and fittings<br>therefor, hose, feeders,<br>pails. SERVICES:<br>Operation of a business<br>selling above-mentioned<br>wares. | Renewal<br>29May2000       | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'          | Big 'O' & Design (T)       | TMA344,740 (R)                                | Canada       | 16Sep88 (R)                            | 16Sep2003          | WARES: Tubular textiles<br>for Industrial, agricultural,<br>veterinary, medical and<br>pharmaceutical use;<br>plastic products, namely<br>drainage tubings (sic) and<br>culverts and fittings<br>therefor, hose, feeders,<br>pails. SERVICES:<br>Operation of a business<br>selling above-mentioned<br>wares.  | Renewal<br>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<br>24Aug2005       | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'          | BOSS 1000 (T)              | TMA409,185 (R)                                | Canada       | 5Mar93 (R)                             | 5Mar2008           | Polyethylene pipe.   | Renewal 5Mar2008           | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'          | BOSS 2000 (T)              | TMA409,180 (R)                                | Canada       | 5Mar93 (R)                             | 5Mar2008           | Polyethylene pipe  | Renewal 5Mar2008           | Big 'O'                              | Yes                       | Exeter                  |

| Division/Company      | Trademark(T)/<br>Patent(P)                   | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(FY)<br>Registration<br>(R) Date                     | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date  | Responsibility<br>for<br>Maintenance | Copy at<br>Head<br>Office | Location of<br>Original |
|-----------------------|--|---|---------------|--|--------------------|---|---|--------------------------------------|---------------------------|-------------------------|
| Big 'O'               | INNOVATIVE TECHNOLOGY<br>WORKING FOR YOU (T) | TMA399,852 (R)                                | Canada        | 3Jul92 (R)   | 3Jul2007           | WARES: Polyethylene<br>corrugated pipe and<br>tubing; polyethylene<br>moulded products,<br>namely, blow moulded,<br>roto moulded, injecting<br>moulded and extruded<br>products. SERVICES:<br>Advertisement and<br>promotion of polyethylene<br>corrugated pipe and<br>tubing; providing moulding<br>services for polyethylene<br>products using blow<br>moulded, roto moulded,<br>injection moulded and<br>extruded processes. | Renewal 3Jul2007  | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'               | POLY-TITE (T)                                | TMA413,964 (R)                                | Canada        | 25Jun93 (R)  | 25Jun2008          | Polyethylene pipe.  | Renewal<br>25Jun2008  | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'               | RED LINE (T)                                 | TMA383,785 (R)                                | Canada        | 3May91 (R)   | 3May2006           | Corrugated pipe for<br>underground electrical<br>duct.  | Renewal 3May2006  | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'               | SMOOTHWALL (T)                               | TMA381,465 (R)                                | Canada        | 15Mar91 (R)  | 15Mar2006          | Polyethylene pipe.  | Renewal<br>15Mar2006  | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'<br>(Licensee) | SYSTEM PLATON (T)                            | 1,866,306 (R)                                 | United States | License<br>agreement<br>with ISOLA,<br>AS dated<br>19Apr93 | 20Dec2004          | For: building materials;<br>namely, damp proofing<br>membranes for floors and<br>walls, mouldings, bitumin<br>based sealants, sealing<br>bands, and sealing strips<br>for roofs, floors and walls;<br>skirting boards; roofs; roof<br>tiles; roofing felt; rain water<br>drains and shingles.   | Licensed by Isola<br>AS<br>Renewal<br>20Dec2004<br>Next action<br>20Dec99<br>Renewal fee<br>Approx. \$490 | Big 'O'                              | Yes                       | Exeter                  |
| Big 'O'<br>(Licensee) | PLATON (T)                                   | 1,618,813 (R)                                 | United States | License<br>agreement<br>with ISOLA,<br>AS dated<br>19Apr93 | 23Oct2000          | For: waterproofing<br>membranes   | Licensed by Isola<br>AS<br>Renewal<br>23Oct2000<br>Renewal fee approx<br>\$490                            | Big 'O'                              | Yes                       | Exeter                  |



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

| Division/Company | Trademark(T)/<br>Patent(P)  | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process  | Status/Next<br>Action Date   | Responsibility<br>for<br>Maintenance | Copy at<br>Head<br>Office        | Location of<br>Original |
|------------------|---|---|---------------|--|--------------------|--|--|--------------------------------------|----------------------------------|-------------------------|
| Big 'O'          | Apparatus & Method for the<br>Production of Thermoplastic<br>Pipe or Tubing (P) | 6,508,538 (A)                                 | Japan         | 25Sep82 (F)                            |                    | Apparatus and method for<br>the production of<br>thermoplastic pipe or<br>tubing | Request for<br>Examination due<br>25Sep99  | Big 'O'                              | Yes                              |                         |
| Big 'O'          | Apparatus & Method for the<br>Production of Thermoplastic<br>Pipe or Tubing (P) | 0563866 (R)                                   | European      | 10Sep97 (R)                            |                    | Apparatus and method for<br>the production of<br>thermoplastic pipe or<br>tubing | Designated to<br>Germany Only<br>Maintenance Fee<br>due 25Sep99<br>Approx. \$675 | Big 'O'                              | Yes                              | Exeter                  |
| Big 'O'          | Tubing (P)  | 163,652 (R)                                   | Mexico        | 7Jan97 (R)                             |                    | Tubing   | Maintenance fee<br>due 7Jan2001  | Big 'O'                              | Yes                              | Exeter                  |
| Big 'O'          | Marine Dock and Flotation<br>Tanks (P)  | 2,201,831 (A)                                 | Canada        | 04Apr97 (F)                            |                    | Marine dock and flotation<br>tanks   | Await examination.<br>Maintenance fee<br>due 4Apr2000                            | Big 'O'                              | Copy of<br>abstract              | Not issued yet          |
| Big 'O'          | Floating Dock (P)   | 09/632,838 (A)                                | United States | 4Apr97 (F)                             |                    | Marine dock and flotation<br>tanks   | Notice of Allowance<br>received. Issue fee<br>paid Dec98                         | Big 'O'                              | No                               | Exeter                  |
| Big 'O'          | Backing Ring Clamping<br>System (P)   | 08/814,521 (A)<br>5,893,861 (P)               | United States | 10Mar97 (F)<br>13Apr98                 | 10Jan2014          | Backing ring clamping<br>system  | Maintenance fees<br>due 13Oct2002;<br>13Oct2006;<br>13Oct2010                    | Big 'O'                              | Yes                              | Exeter                  |
| Big 'O'          | Backing Ring Clamping<br>System (P)   | 2,231,681 (A)                                 | Canada        | 10Mar98 (F)                            |                    | Backing ring clamping<br>system  | Maintenance fee<br>due 10Mar2000   | Big 'O'                              | Copy of<br>filing<br>certificate | Exeter                  |
| Big 'O'          | Process for Plastic Tubing<br>Manufacture (P)                                   | 5,017,321 (R)                                 | United States | 21May91 (R)                            | 21May2008          | Process for plastic tubing<br>manufacture  | Maintenance fee<br>due 21Nov2002   | Big 'O'                              | Yes                              | Exeter                  |
| Big 'O'          | Process for Plastic Tubing<br>Manufacture (P)                                   | 5,112,546 (R)                                 | United States | 12May92 (R)                            | 12May2009          | Process for plastic tubing<br>manufacture  | Maintenance fee<br>due 12Nov98   | Big 'O'                              | Yes                              | Exeter                  |
| Big 'O'          | Process for Plastic Tubing<br>Manufacture (P)                                   | 1,318,089 (R)                                 | Canada        | 26May97 (R)                            | 26May2017          | Process for plastic tubing<br>manufacture  | Maintenance fee<br>due 25May2000   | Big 'O'                              | No                               |                         |
| Big 'O'          | Process for Plastic Tubing<br>Manufacture (P)                                   | 2,242,155 (R)                                 | U.K.          | 26Jan94 (R)                            | 19Mar2010          | Process for plastic tubing<br>manufacture  | Maintenance fee<br>due 19Mar99   | Big 'O'                              | Yes                              | Exeter                  |
| Big 'O'          | Process for Plastic Tubing<br>Manufacture (P)                                   | 90-03394 (R)                                  | France        | 24Mar95 (R)                            |                    | Process for plastic tubing<br>manufacture  | Maintenance fee<br>due 16Mar99   | Big 'O'                              | No Copy<br>of letter<br>only     |                         |
| Big 'O'          | Process for Plastic Tubing<br>Manufacture (P)                                   | P40 07 608.3 (R)                              | Germany       | 31Mar97 (R)                            | 09Mar2010          | Process for plastic tubing<br>manufacture  | Maintenance fee<br>due 31Mar2000   | Big 'O'                              | Yes                              | Exeter                  |
| Big 'O'          | Process for Plastic Tubing<br>Manufacture (P)                                   | 1,901,137 (R)                                 | Japan         | 27Jan95 (R)                            | 13Apr2009          | Process for plastic tubing<br>manufacture  | Maintenance fee<br>due 13Apr99   | Big 'O'                              | Yes                              | ?                       |
| Big 'O'          | Apparatus for Plastic Tubing<br>Manufacture (R)                                 | 4,911,633 (R)                                 | United States | 27Mar80 (R)                            | 27Mar2007          | Apparatus for plastic<br>tubing manufacture                                      | Maintenance fee<br>due 27Sep2001   | Big 'O'                              | Yes                              | Exeter                  |

| Division/Company | Trademark(T)/<br>Patent(P)                           | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process  | Status/Next<br>Action Date   | Responsibility<br>for<br>Maintenance                   | Copy at<br>Head<br>Office               | Location of<br>Original                         |
|------------------|--|---|---------------|--|--------------------|--|--|--|---|---|
| Big 'O'          | Method & Apparatus for<br>Producing a Bell Joint (P) | 5,441,488 (R)                                 | United States | 15Aug95 (R)                            | 15Aug2012          | Method and apparatus for<br>producing a bell joint   | Maintenance fee<br>due 15Feb2003;<br>15Feb2007   | Big 'O'  | Yes                                     | Exeter  |
| Big 'O'          | Method & Apparatus for<br>Producing a Bell Joint (P) | 2,180,354 (A)                                 | Canada        | 2Jul96                                 |                    | Method and apparatus for<br>producing a bell joint   | Maintenance fee<br>due 4Jan2000  | Big 'O'  | No                                      | Not issued                                      |
| Big 'O'          | Method & Apparatus for<br>Producing a Bell Joint (P) | 5,609,713 (R)                                 | United States | 11Mar97 (R)                            | 11Mar2014          | Method and apparatus for<br>producing a bell joint   | Maintenance fee<br>due 11Sep2000   | Big 'O'  | Yes                                     | Exeter  |
| Big 'O'          | Method & Apparatus for<br>Producing a Bell Joint (P) | 94,904,15.6 (A)                               | European      | 8Jul96 (F)                             |                    | Method and apparatus for<br>producing a bell joint   | Issue fee paid<br>12Sep96.<br>Maintenance fee<br>due 31Jan2000                                     | Big 'O'  | Yes                                     | Not issued                                      |
| Big 'O'          | Method & Apparatus for<br>Producing a Bell Joint (F) | 07-518232 (A)                                 | Japan         | 4Jul96 (F)                             |                    | Method and apparatus for<br>producing a bell joint   | Request for<br>examination due<br>4Jan2001   | Big 'O'  | Yes                                     | ?   |
| Big 'O'          | Method and Apparatus for<br>Production of Tubing     | 666094 @                                      | Australia     | 21May98@                               | 25Sep2012          | Method and Apparatus for<br>production of tubing   | Maintenance fee<br>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<br>full  | Request for<br>extension to file<br>response to<br>examiner's report of<br>Aug 6/98 to Jun<br>8/99 | RJ Slattery/I de<br>Courville/Micol<br>(Fraser Milner) | No                                      |   |
| Caradon          | BORDEAUX RIB (T)                                     | 875,543 (A)                                   | Canada        | 27Mar98(F)                             |                    | Roofing panels   | Application<br>approved 31Dec98.<br>Being advertised   | R. J. Slattery   | Yes                                     | Not issued                                      |
| Caradon          | Grain Gauge (P)                                      |   | Canada        |  |                    | Indicates when grain bin is<br>full  | Application in<br>progress but not<br>filed (info as of<br>Jun98)                                  |  | No                                      |   |
| umtec            | ENVIRO-WALL (T)                                      | TMA253,366 (R)                                | Canada        | 11Nov80 (R)                            | 28Nov2010          |  | Renewal<br>28Nov2010   |  | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |
| umtec            | RECOR & DESIGN (T)                                   | 245,344 (R)                                   | Canada        | 06Jun80 (R)                            | 06Jun2010          | Helically corrugated metal<br>piping the end portions of<br>which are annularly<br>corrugated. | Renewal 06Jun2010  |  | Yes                                     | Head Office<br>(Renewal<br>Certificate<br>only) |

TRADEMARK

| Division/Company | Trademark(T)/<br>Patent(P) | Application(A)/<br>Registration (R)<br>Number | Jurisdiction | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date | Responsibility<br>for<br>Maintenance | Copy at<br>Head<br>Office               | Location of<br>Original                         |
|------------------|----------------------------|---|--------------|--|--------------------|---|----------------------------|--------------------------------------|---|---|
| Armtec           | DURAWALL (T)               | TMA238,754 (R)                                | Canada       | 19Oct79 (R)                            | 19Oct2009          | Metal wall systems  | Renewal 19Oct2009          |                                      | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |
| Armtec           | FLEX-BEAM (T)              | UCA30194 (R)                                  | Canada       | 26Apr48 (R)                            | 26Apr2008          |   | Renewal 26Apr2008          |                                      | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |
| Armtec           | PAVED INVERT (T)           | UCA29409 (R)                                  | Canada       | 23Jan48 (R)                            | 23Jan2008          |   | Renewal 23Jan2008          |                                      | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |
| Armtec           | MULTI-PLATE (T)            | UCA00261 (R)                                  | Canada       | 11Jan33 (R)                            | 11Jan2008          |   | Renewal 11Jan2008          |                                      | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |
| Armtec           | HEL-OCR (T)                | UCA29410 (R)                                  | Canada       | 23Jan48 (R)                            | 23Jan2008          |   | Renewal 23<br>Jan2008      |                                      | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |
| Armtec           | ARMTEC & DESIGN (T)        | TMA369,416 (R)                                | Canada       | 18Oct91 (R)                            | 18Oct2006          | Building systems, namely,<br>pre-engineered buildings<br>for non-residential<br>construction; construction<br>products, namely, floor<br>products, namely, metal<br>grating and water control<br>gates, corrugated steel<br>drainage pipes, highway<br>guard rails, retaining walls,<br>and field assembled<br>underpasses and bridges. | Renewal 18Oct2006          |                                      | Yes                                     | Head Office                                     |

TRADEMARK

REEL: 002622 FRAME: 0742

| Division/Company | Trademark(T)/<br>Patent(P) | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process  | Status/Next<br>Action Date                            | Responsibility<br>for<br>Maintenance                      | Copy at<br>Head<br>Office | Location of<br>Original |
|------------------|----------------------------|---|---------------|--|--------------------|--|---|---|---------------------------|-------------------------|
| Armtec           | ARMTEC INC. & DESIGN (T)   | TMA396,825 (R)                                | Canada        | 10Apr92 (R)                            | 10Apr2007          | 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. Associated with TMA389,416. | Renewal 10Apr2007                                     | McCarthy<br>Tetrault Pam<br>O'Connell/Mike<br>Kidd Armtec | Yes                       | Head Office             |
| Armtec           | ARMTEC & DESIGN            | 1,713,021 (R)                                 | United States | 08Sep92 (R)                            | 06Sep2002          | 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<br>Ridout &<br>Maybee/Mike<br>Kidd Armtec        | Yes                       | Head Office             |

| Division/Company | Trademark(T)/<br>Patent(P)                                    | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process  | Status/Next<br>Action Date               | Responsibility<br>for<br>Maintenance                                | Copy at<br>Head<br>Office | Location of<br>Original |
|------------------|---|---|---------------|--|--------------------|--|--|---|---------------------------|-------------------------|
| Armtec           | LARGE ENOUGH TO SERVE<br>YOU, SMALL ENOUGH TO<br>KNOW YOU (T) | TMA468,797 (R)                                | Canada        | 29Nov96 (R)                            | 29Nov2011          | Construction products,<br>namely, pipes, end section<br>for pipes, drains, grating<br>and flooring, ditch liners,<br>collector pans, plates,<br>spans, liner plates,<br>retaining walls, guardrails,<br>steel sheeting, conveyor<br>covers, sign posts and<br>arch beam conduit<br>bridges; geosynthetic<br>products, namely, non-<br>woven geotextiles, woven<br>geotextiles, bentonite clay<br>liners, cellular confinement<br>systems, namely, series of<br>connected cells in which<br>fill is placed, silt fences,<br>geogrids, erosion control<br>blankets, geomats/core<br>drains; water control<br>products, namely, heavy<br>and medium duty sluice<br>gates, fabricated gates,<br>radial gates, roller gates,<br>overshot gates, culwater<br>gates, shear gates, mud<br>valves, pressure relief<br>valves, flap gates and<br>telescoping valves. |  | Terri Woods -<br>Armtec   | Yes                       | Armtec                  |
| Armtec           | Stab Joint Coupler (P)  | 2,092,726 (R)                                 | Canada        | 06May97 (R)                            | 26Mar2013          | Stab joint coupling for<br>corrugated pipe.  | Fifth maintenance<br>fee paid March 1999 | J. Lake-Ridout,<br>Maybee<br>diarizing and<br>notifying K<br>Murphy | Yes                       | Head Office             |
| Armtec           | Stab Joint Coupler (P)  | 5,257,836 (R)                                 | United States | 2Nov83                                 | 2Nov2010           | Stab joint coupler for<br>corrugated pipe  | Renewal fee paid<br>Apr87                | J. Lake-Ridout,<br>Maybee<br>diarizing and<br>notifying K<br>Murphy | Yes                       | Armtec                  |
| Armtec           | BRIDGE-PLATE (T)  | 1,004,599 (A)                                 | Canada        | 09Feb99                                |                    | Steel sheeting, corrugated<br>culverts and tunnel<br>sections  | Filing acknowledged                      | Mike Kidd<br>Armtec/Faser<br>Millner Agent                          | Yes                       |                         |

| Division/Company | Trademark(T)/<br>Patent(P) | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date   | Responsibility<br>for<br>Maintenance | Copy at<br>Head<br>Office                                  | Location of<br>Original |
|------------------|----------------------------|---|---------------|--|--------------------|---|--|--------------------------------------|--|-------------------------|
| Armtec           | SMOOTH-FLO (T)             | 292,936 (R)                                   | Canada        | 13-Jul-84 (R)                          | 13-Jul-2014        |   | Renewal 13-Jul-2014  | Fraser Milner                        | No   |                         |
| Armtec           | SUPER-SPAN (T)             | 305,158 (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)                          | 28-Oct-2012        | Metal fencing, including<br>fence panel removal tools,<br>in kit form   | Declaration of use<br>filed 28-Jul-82.<br>Renewed 29-Oct-97  | K. Murphy/B.<br>Warner,<br>Westeel   | Yes (data<br>sheet)  | Unknown                 |
| Westeel          | WESTEEL (T)                | UCA20271(R)                                   | Canada        | 27-Jun-45(R)                           | 27-Jun-2005        | (1) Metal building<br>materials and industrial<br>and drainage equipment,<br>namely, roofing, siding,<br>partitions, sheets, laths,<br>frames, doors, windows,<br>linings, shelving, treads,<br>ventilators, skylights,<br>valleys, pipes, chutes,<br>stacks, troughs, buckets,<br>kettles, sinks, boilers,<br>drums, tanks, lockers,<br>cabinets, boxes, cans,<br>molds, casing, curbing,<br>culverts, tiles, posts and<br>signs. (2) Truck boxes. (3)<br>Metal bins for storage of<br>grain and the like. | Renewed 27-Jun-80<br>Date of 1 <sup>st</sup> use<br>1)10-Apr-85<br>2)11-Jul-71<br>3) Jan-82<br>Renewal 27-Jun-2005 | B. Warner<br>Westeel                 | Yes<br>(Certificate<br>of<br>Renewal<br>and data<br>sheet) | Unknown                 |
| Westeel          | WESTEEL-ROSCO (T)          | TMA257,265 (R)                                | Canada        | 27-Mar-81 (R)                          | 27-Mar-2011        | Agricultural storage<br>equipment, namely, grain<br>bins, bulk feed tanks,<br>nopper bottom bins, and<br>farm storage tanks.  | Renewed 27-Mar-96.<br>Used in CDA since<br>1986<br>Renewal<br>27-Mar-2011  | K. Murphy/B.<br>Warner,<br>Westeel   | Yes<br>(Certificate<br>of<br>Renewa<br>and data<br>sheet)  | Unknown                 |
| Westeel          | WESTEEL (T)                | 1,280,478 (R)                                 | United States | 05-Jun-84 @                            | 05-Jun-2001        | Metal bins for storage of<br>grains and other fungibles   | Declaration of use<br>filed 1-Jun-90   | B. Warner,<br>Westeel                | Yes - data<br>sheet  | Unknown                 |

| Division/Company | Trademark(T)/<br>Patent(P) | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date  | Responsibility<br>for<br>Maintenance | Copy at<br>Head<br>Office | Location of<br>Original |
|------------------|----------------------------|---|---------------|--|--------------------|---|---|--------------------------------------|---------------------------|-------------------------|
| Westeel          | ROSCO (T)                  | TMDA046,324<br>(R)                            | Canada        | 14May29 (R)                            | 14May2009          | 1) roofing and building<br>material and supplies. 2)<br>Regulatory signs, non-<br>electric; street name signs,<br>non-electric; commercial<br>display signs, non-electric;<br>culvert pipe and<br>accessories; well curbing;<br>tobacco kiln sets;<br>materials handling<br>equipment known as tote<br>boxes and skids; portable<br>silos | Used in Canada<br>since Jul46<br>Renewal<br>14May2008   | B. Warner,<br>Westeel                | Yes (data<br>sheet)       | Unknown                 |
| Westeel          | RETRO-VAULT (T)            | TMA486,658 @                                  | Canada        | 10Dec97@                               | 10Dec2012          | Metal containment<br>receptacle complete with a<br>rubberized tarpaulin<br>weather shield and hold-<br>down straps to retain and<br>retrofit above-ground<br>petroleum storage tanks.   | Declaration of Use<br>filed 19Nov97<br>Renewal due<br>10Dec2012                                       | B. Warner,<br>Westeel                | No                        | Winnipeg                |
| Westeel          | FUELEVEL (T)               | 657,267(A)                                    | Canada        | 4May90 (F)                             |                    |   | ABANDONED   |                                      | N/A                       |                         |
| Westeel          | FUELEVEL (T)               | 741100,508(A)                                 | United States |  |                    |   | ABANDONED   |                                      | N/A                       |                         |
| Westeel          | WESTEEL WIDE-CORR (T)      | 1,327,974 (R)                                 | United States | 02Apr85 (R)                            | 02Apr2005          | Metal bins for storage of<br>grain and other fungibles  | Declaration of Use<br>filed 30Jan91   | B. Warner,<br>Westeel                | Yes                       | Winnipeg                |
| Westeel          | WIDE-CORR (T)              | TMA273,569 (R)                                | Canada        | 5Nov82 (R)                             | 5Nov2012           | Metal bins for storage of<br>grain and the like   | Declaration of Use<br>filed<br>11Jun82Instructions<br>to renew to L. de<br>Couvillie Nicol<br>13Apr96 | B. Warner,<br>Westeel                | Yes -<br>(data<br>sheet)  | Unknown                 |
| Westeel          | PANELIZER (T)              | TMA283,686 (R)                                | Canada        | 10Aug84@                               |                    | Stackable wall panels and<br>head house structures for<br>constructing grain storage<br>enclosures  | WITHDRAWN   |                                      | N/A                       | Unknown                 |
| Westeel          | STRONGHOLD (T)             | TMA298,140 (R)                                | Canada        | 14Dec84 @                              | 14Dec89            | Storage tanks of plastic<br>material  | Renewal 14Dec89   | B. Warner,<br>Westeel                | Yes -<br>(data<br>sheet)  | Unknown                 |
| Westeel          | FEED-STOR (T)              | 873,259 (A)                                   | Canada        | 24Mar86 (F)                            |                    | Metal hopper storage bin<br>for grain storage or the like   | WITHDRAWN   |                                      | N/A                       |                         |
| Westeel          | SEED-STOR (T)              | 867,665 (A)                                   | Canada        | 29Jan86 (F)                            |                    | Steel hopper storage bin<br>for feed storage or the like  | WITHDRAWN   |                                      | N/A                       |                         |

TRADEMARK

REEL: 002622 FRAME: 0746



| Division/Company | Trademark/<br>Patent(P) | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process  | Status/Next<br>Action Date  | Responsibility<br>for<br>Maintenance             | Copy at<br>Head<br>Office | Location of<br>Original |
|------------------|-------------------------|---|---------------|--|--------------------|--|---|--|---------------------------|-------------------------|
| Westeel          | SEED-STDR (T)           | 75/450712 (A)<br>75/744,053 (A)               | United States | 16Mar98 (F)<br>6July99(F)              |                    | Metal hopper storage bin<br>for grain storage or the like  | Awaiting first Office<br>Action. Pending<br>examination               | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Pending                   |                         |
| Westeel          | CIRC-AIR (T)            | TMA506,451 @                                  | Canada        | 13Jan99 @                              | 13Jan2014          | Round pit aeration system<br>for grain bins  | Declaration of Use<br>filed 24Dec98.<br>Renewal 13Jan2014             | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Yes                       | Winnipeg                |
| Westeel          | STIFF-CORR (T)          | TMA483,767 (R)                                | Canada        | 8Oct97 (R)                             | 8Oct20212          | Metal bins for storage of<br>grain and the like.   | Renewal 8Oct2012  | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Yes                       | Winnipeg                |
| Westeel          | ROAD-VAULT (T)          | 882,783 (A)                                   | Canada        | 26June98 (F)                           |                    | Fuel storage tank<br>approved by Transport<br>Canada and United<br>Nations for transporting of<br>fuel.  | Pending<br>examination.   | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Pending                   |                         |
| Westeel          | ROAD-VAULT (T)          | 75/528,570 (A)<br>75/744,052 (A)              | United States | 31Jul98 (F)<br>6July99 (F)             |                    | Fuel storage tank<br>approved by Transport<br>Canada and United<br>Nations for transporting of<br>fuel.  | Pending<br>examination.   | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Pending                   |                         |
| Westeel          | VACU-VAULT (T)          | TMA493,819 (R)                                | Canada        | 28Apr98 (R)                            | 28Apr2013          | Double containment<br>petroleum storage/<br>dispensing tank having a<br>system to detect leakage<br>in the space between the<br>inner and outer shells | Declaration of use<br>filed May 6/97.<br>Renewal 28<br>Apr2013        | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Yes                       | Winnipeg                |
| Westeel          | C-RING (T)              | 882,424 (A)                                   | Canada        | 26Jun98 (F)                            |                    | Secondary containment<br>ring for single wall above<br>ground tanks.   | Approved for<br>publication June<br>10/99 - Published<br>July 7, 1999 | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Pending                   |                         |
| Westeel          | C-RING (T)              | 75/514,046 (A)<br>75/744,055(A)               | United States | 7Jul98 (F)<br>6July99 (F)              |                    | Secondary containment<br>ring for single wall above<br>ground tanks  | Pending<br>examination.   | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Pending                   |                         |
| Westeel          | MAGNUM-G (T)            | 881,849 (A)<br>519,902 @                      | Canada        | 16Jun98 (F)<br>25Nov99 @               |                    | Steel hopper storage bin<br>for grain storage or the like  | Published July 21,<br>1999  | Fillmore Riley<br>R. Ader/Brad<br>Warner Westeel | Pending                   |                         |

TRADEMARK

REEL: 002622 FRAME: 0747

| Division/Company | Trademark(T)/<br>Patent(P)  | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing (F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date   | Responsibility<br>for<br>Maintenance                | Copy at<br>Head<br>Office | Location of<br>Original |
|------------------|-----------------------------|---|---------------|---|--------------------|---|--|---|---------------------------|-------------------------|
| Westeel          | MAGNUM-G (T)                | 75/507,697 (A)                                | United States | 24Jun98 (F)                             |                    | Steel hopper storage bin<br>for grain storage or the like   | Pending<br>examination   | Fillmore Riley<br>R. Ader/Brad<br>Warner<br>Westeel | Pending                   |                         |
| Westeel          | MAGNUM-F (T)                | 881,845 (A)                                   | Canada        | 18Jun98 (F)                             |                    | Steel hopper storage bin<br>for fertilizer storage or the<br>like   | Published July<br>2199   | Fillmore Riley<br>R. Ader/Brad<br>Warner<br>Westeel | Pending                   |                         |
| Westeel          | MAGNUM-F (T)                | 75/507,698 (A)                                | United States | 24Jun98 (F)                             |                    | Steel hopper storage bin<br>for fertilizer storage or the<br>like   | Pending<br>examination   | Fillmore Riley<br>R. Ader/Brad<br>Warner<br>Westeel | Pending                   |                         |
| Westeel          | FUEL-Vault (T)              | TMA426578 ©                                   | Canada        | 3Jun94 ©                                | 3Jun2009           | Contained double wall<br>metal tank for fuel storage  | Declaration of use<br>filed 17Mar94.<br>Renewal due<br>3Jun2009  | B. Warner,<br>Westeel                               | Yes                       | Winnipeg                |
| Westeel          | RECYCOIL (T)                | TMA414,654 ©                                  | Canada        | 16Jul93 ©                               | 16Jul2005          | Contained metal tanks<br>(Double-wall) for used oil<br>storage.   | Declaration of Use<br>filed 20May93.<br>Renewal due<br>16Jul2008   | B. Warner,<br>Westeel                               | Yes                       | Winnipeg                |
| Westeel          | Grain Bin Construction (P)  | 1,290,540 (R)                                 | Canada        | 15Oct91 (R)                             | 15Oct2008          | Dual cone construction<br>method for hopper<br>aeration. Used in "Twin-<br>Air" line of bins and<br>hoppers produced in<br>Saskatoon/Olds.  | Maintenance fee<br>due 15Oct99   | R. McDonald<br>Westeel                              | Yes                       | Winnipeg                |
| Westeel          | Fuel Containment Device (P) | 2,218,435 (A)                                 | Canada        | 15Oct97 (F)                             |                    | Sheet metal enclosure<br>providing secondary<br>containment for existing<br>fuel/oil tanks. Key<br>features are hold-down<br>method and flexible tarp-<br>type cover. Used in "Retro-<br>Vault" product line.     | Application<br>maintenance fee<br>due 15 Oct99. Must<br>apply for<br>examination by<br>15Oct2002 (not<br>planned). | R. McDonald<br>Westeel                              | Yes                       | Winnipeg                |
| Westeel          | Aerated Storage Bin (P)     | 2,203,481 (A)                                 | Canada        | 23Apr97 (F)                             |                    | Circular in-floor aeration<br>pft system where<br>perimeter panels provide<br>concrete forming and<br>leveling functions. Offers<br>higher %age of floor<br>surface for aeration. Used<br>in "Circ-Air" products. | Application<br>maintenance fee<br>due 23Apr99. Must<br>apply for<br>examination by<br>23Apr2002                    | B. Eydehan/<br>R. McDonald,<br>Westeel              | Yes -<br>application      | Winnipeg                |

TRADEMARK

| Division/Company | Trademark(T)/<br>Patent(P)  | Application(A)/<br>Registration(R)<br>Number                               | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date  | Responsibility<br>for<br>Maintenance    | Copy at<br>Head<br>Office               | Location of<br>Original                         |
|------------------|---|--|---------------|--|--------------------|---|---|---|---|---|
| Westeel          | Aerated Storage Bin (P)   | 642,371 (A)  | United States | 24Apr97 (F)                            |                    | Circular in-floor aeration<br>pit system where<br>perimeter panels provide<br>concrete forming and<br>leveling functions. Offers<br>higher %age of floor<br>surface for aeration. Used<br>in "Circ-Air" products. | Must apply for<br>examination by<br>24Apr2000<br>Abandoned in error<br>- reinstatement in<br>process. | B. Eydelant/<br>R. McDonald,<br>Westeel | Yes -<br>application                    | Winnipeg  |
| Westeel          | Attachment of Anchored<br>Vertical Support Member to<br>Ground-Engaging Structure<br>(P)  | 2,256,149 (A)  | Canada        | 16Dec96 (F)                            |                    | Retaining clip used in "C-<br>Ring" secondary<br>containment systems.<br>Provides ease of<br>installation and vertical<br>"float" capability re: frost<br>heave.  | Examination not<br>requested at this<br>time.   | R. McDonald,<br>Westeel                 | Yes -<br>application                    | Winnipeg  |
| Westeel          | Attachment of Anchored<br>Vertical Support Member to<br>Ground-Engaging Structure<br>(P)  |  | United States |  |                    | Retaining clip used in "C-<br>Ring" secondary<br>containment systems,<br>provides ease of<br>installation and vertical<br>"float" capability re: frost<br>heave.  | Application to be<br>filed.   | R. McDonald,<br>Westeel                 |   |   |
| Westeel          | Storage Bin Lid or Cover<br>Closing and Opening<br>Mechanism (P)<br>(Licensed to Westeel) | 1,290,913 (R)<br>(Owner - W.J.<br>Koenders)                                | Canada        | 16May88(R)                             | May2009            | Remote Vent Cap Opener.<br>Used under license on<br>Wide Corr grain bins.<br>Method for economic, low-<br>profile fill cap opener<br>operable from ground<br>level.   | Annual license fee<br>due 12Oct99   | Accounting/<br>R. McDonald,<br>Westeel  | Yes                                     | (With<br>inventor)                              |
| Westeel          | Grain Dyer (P)  | 2,045,032 @<br>(R. Loynes,<br>inventor).<br>Assigned to<br>Westeel 11Feb99 | Canada        | 17Aug83 @                              | 19Jun2011          | Recirculating batch grain<br>dryer built within hopper<br>bin   | Maintenance fee<br>due 14Jun99<br>(Westeel to pay)  | B. Allen,<br>Westeel                    | Yes                                     | Naicam, Sk.                                     |
| VICWEST          | SUPERVIC (T)  | TMA157,423 (R)   | Canada        | 26Jun68 (R)                            | 28Jun2013          | Formed and prefabricated<br>metal, steel and<br>aluminum sheets and<br>panels for roofing, siding,<br>decking, walls and<br>partitions.   | Renewal due<br>28Jun2013  | Fraser Milner                           | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |

| Division/Company | Trademark(T)/<br>Patent(P)  | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date  | Responsibility<br>for<br>Maintenance                                       | Copy at<br>Head<br>Office               | Location of<br>Original                         |
|------------------|---|---|---------------|--|--------------------|---|---|--|---|---|
| VICWEST          | MURALIC (T)   | TMA157,424 (R)                                | Canada        | 28Jun68 (R)                            | 26Jun2013          | Formed and prefabricated<br>metal, steel and<br>aluminium sheets and<br>panels for siding, walls<br>and partitions.                           | Renewal due<br>26Jun2013  | Fraser Milner  | Yes<br>(Renewal<br>Certificate<br>only) | Head Office<br>(Renewal<br>Certificate<br>only) |
| VICWEST          | COLORITE (T)  | 858,847 (A)                                   | Canada        | 16Oct97 (F)                            |                    | Protective and decorative<br>coatings for application to<br>steel and metal materials<br>used in the buildings and<br>construction industries | Notice of approval<br>dated 11Mar99   | K. Ritchie,<br>Vicwest/Ewan<br>McArdle,<br>Ridout, Maybee<br>416-868-1482  | Copy of<br>Filing<br>Certificate        |   |
| VICWEST          | Adjustable Spacer Kit (P)   | 1,197,361 (R)                                 | Canada        | 3Dec85 (R)                             | 30Dec2002          | Adjustable spacer kit of<br>parts, and building wall or<br>roof structure<br>incorporating the same   | N/A   | K. Ritchie,<br>Vicwest/Ewan<br>McArdle, Ridout<br>Maybee 416-<br>868-1482  |   | Vicwest   |
| VICWEST          | Adjustable Spacer Kit (P)   | 4,495,741 (P)                                 | United States | 26Jan85 (R)                            | 29Jan2002          | Adjustable spacer kit of<br>parts, and building wall or<br>roof structure<br>incorporating the same   | N/A   | K. Ritchie<br>Vicwest/Ewan<br>McArdle, Ridout<br>Maybee 416-<br>868-1482   | Yes                                     | Vicwest   |
| VICWEST          | Panel Mounting Clip (P)   | 1,329,590 (R)                                 | Canada        | 24May94 (R)                            | 24May2011          | Panel Mounting Clip   | Annual Maintenance<br>fee due<br>24May99  | K. Ritchie,<br>Vicwest/ Ewan<br>McArdle, Ridout<br>Maybee<br>416-868-1482  | Yes - 1st<br>page                       | Vicwest   |
| VICWEST          | Panel Mounting Arrangement<br>(P)   | 2,116,303 (R)                                 | Canada        | 23Feb94 (R)                            | 23 Feb2014         | Panel Mounting<br>Arrangement   | Annual Maintenance<br>fee due 23Feb99.<br>Examination<br>request due<br>23Feb2001 | K. Ritchie,<br>Vicwest/Ewan<br>McArdle, Ridout<br>Maybee<br>416-868-1482   | Copy of<br>Filing<br>Certificate        |   |
| VICWEST          | Panel Mounting Structure (P)<br>Owner Michael Sommerstein                     | 2,133,537 (R)                                 | Canada        | 03Oct94 (R)                            | 03Oct2014          | Panel Mounting structure  | Annual Maintenance<br>fee due 03Oct99.<br>Examination<br>request due<br>30Oct2001 | K. Ritchie,<br>Vicwest/Ewan<br>McArdle, Ridout<br>Maybee<br>416-868-1482   | Copy of<br>Filing<br>Certificate        |   |
| VICWEST          | Panel Mounting Structure (P)<br>Owner Michael Sommerstein,<br>Barry Mandeleys | 2,220,422 (R)                                 | Canada        | 03Nov87 (R)                            | 03Nov2017          | Panel Mounting Structure  | Annual Maintenance<br>fee due 3Oct99.<br>Examination<br>request due<br>3Nov2002   | K. Ritchie,<br>Vicwest/ Ewan<br>McArdle,<br>Ridout, Maybee<br>416-868-1482 | Copy of<br>Filing<br>Certificate        |   |

| Division/Company                  | Trademark(T)/<br>Patent(P)   | Application(A)/<br>Registration (R)<br>Number | Jurisdiction  | Filing(F)/<br>Registration<br>(R) Date | Expiration<br>Date | Wares or<br>Process   | Status/Next<br>Action Date                         | Responsibility<br>for<br>Maintenance                                      | Copy at<br>Head<br>Office   | Location of<br>Original |
|-----------------------------------|--|---|---------------|--|--------------------|---|--|---|-----------------------------|-------------------------|
| VCWEST                            | Machine for Forming Seam<br>securing together adjacent<br>roofing or wall panels, and<br>roofing or wall panel structure<br>formed (P) | Application                                   | United States | Filed week of<br>Jan 25/99 (F)         |                    | Machine for forming seam<br>securing together adjacent<br>roofing or wall panels, and<br>roofing or wall panel<br>structure formed thereby  | Pending  | K. Ritchie,<br>Viewest/Evan<br>McArdle,<br>Ridout, Maybee<br>416-888-1482 | Nothing<br>available<br>yet |                         |
| VCWEST                            | Apparatus for testing cladding<br>paneling structure for<br>buildings (P)  | Application                                   | United States | Filed week of<br>Jan 25/99             |                    | Apparatus for testing<br>cladding paneling<br>structures for buildings  | Pending  | K. Ritchie,<br>Viewest/Evan<br>McArdle,<br>Ridout, Maybee<br>416-888-1482 | Nothing<br>yet<br>available |                         |
| JENISYS<br>ENGINEERED<br>PRODUCTS | JENISYS (T)  | Application Serial<br>No. 1,012,673           | Canada        | 22Apr99(F)                             |                    | Services (1) Design,<br>fabrication and supply of<br>metal building and storage<br>systems and components<br>thereof, design, fabrication<br>and supply of metal<br>building products; and<br>design, fabrication and<br>supply of metal pipe. (2)<br>Design, fabrication and<br>supply of plastic building<br>products and plastic pipe. | Response to<br>Examiner's Report<br>due Sept 1999. | L. deCourville<br>Nicolle, Fraser<br>Milner 613-753-<br>9533              | Copy of<br>application      |                         |