

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Poli-Twine Canada, LTD.		02/04/2004	COMPANY: CANADA
Massachusetts Mutual Life Insurance Company		02/04/2004	CORPORATION: MASSACHUSETTS
MassMutual Corporate Investors		02/04/2004	Business Trust: MASSACHUSETTS
MassMutual Participation Investors		02/04/2004	Business Trust: MASSACHUSETTS
C.M. Life Insurance Company		02/04/2004	CORPORATION: CONNECTICUT

**RECEIVING PARTY DATA**

<b>Name:</b>	Poli-Twine Inc.
<b>Street Address:</b>	70 Dundas Street
<b>City:</b>	Deseronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	KOK-1X0
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1663419	POLY-FIL
Registration Number:	1955107	SUPER-TY

**CORRESPONDENCE DATA**

Fax Number: (315)471-3167  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (315) 471-3151  
 Email: ip@hancocklaw.com  
 Correspondent Name: Timothy D. Evans  
 Address Line 1: 1500 MONY Tower 1  
 Address Line 2: P.O. Box 4976  
 Address Line 4: Syracuse, NEW YORK 13221-4976

CH \$65.00 1663419

ATTORNEY DOCKET NUMBER:

BRIDGELINE ROPES / JJC

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Timothy D. Evans

Total Attachments: 5

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## ASSIGNMENT OF TRADE MARKS

This Assignment of Trade Marks Agreement made as of the 4<sup>th</sup> day of February, 2004 between A. Farber & Partners Inc. in its capacity as receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. (the "Seller") with an office located at 1200 Sheppard Avenue East, Suite 300, North York, Ontario, Canada M2K 2R8 to Poli-Twine Inc., with an office located at c/o Bridgeline Ropes Inc., 70 Dundas Street, Deseronto, Ontario (the "Buyer").

### WITNESSETH:

WHEREAS Poli-Twine Canada Ltd. filed an assignment in bankruptcy on November 5, 2003;

AND WHEREAS the Seller was appointed receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. ("PTC") on the 16<sup>th</sup> day of January, 2004 pursuant to, *inter alia*, a Security and Pledge Agreement dated March 1, 2000 as amended (the "Security Document"), in favour of Massachusetts Mutual Life Insurance Company, MassMutual Corporate Investors, MassMutual Participation Investors, and C.M. Life Insurance Company (collectively "the Secured Parties"), financing statements relating to which were registered, *inter alia*, (1) under the *Personal Property Security Act* (Ontario) on March 2, 2000 as No. 20000302 1644 9065 6353 as amended; (2) under the *Personal Property Security Act* (Alberta) on April 5, 2000 as No. 00040504243; and (3) under the *Personal Property Security Act* (Newfoundland and Labrador) on March 2, 2000 as No. 134601;

AND WHEREAS pursuant to the Security Document, the Seller may exercise its power of sale of the undertaking, property and assets of Poli-Twine Canada Ltd. by, *inter alia*, private sale;

AND WHEREAS A Farber & Partners Inc. in its capacity as receiver and manager of the undertaking, property and assets of Poli-Twine Canada Ltd. has advertised the assets for sale;

AND WHEREAS Bridgeline Ropes Inc. ("Bridgeline") has agreed to purchase the assets set out below on an "as-is" "where-is" basis and pursuant to the conditions of sale hereinafter set forth;

AND WHEREAS pursuant to the Order of the Honourable Mr. Justice Lane of the Ontario Superior Court of Justice dated January 20, 2004, the notice required by section 63(4) of the *Personal Property Security Act* (Ontario) was dispensed with;

AND WHEREAS Bridgeline Ropes Inc. ("Bridgeline") has agreed to purchase the assets set out in Schedule "A" hereto annexed, (collectively the "Trade Marks") on an "as-is" "where-is" basis and pursuant to the conditions of sale hereinafter set forth;

AND WHEREAS Bridgeline has issued a direction to the Seller requiring the Seller to transfer the Trade Marks to the Buyer;

**NOW THEREFORE** the Seller, in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign and transfer to POLI-TWINE INC., the full post office address of whose principal office or place of business is c/o Bridgeline Ropes Inc., 70 Dundas Street, Deseronto, Ontario, all of Poli-Twine Canada Ltd.'s right, title and interest in the Trade Marks and all copyright in the design marks set out in Schedule "A" hereto, and, so far as the Seller has the right to assign the same, in and to the company name Poli-Twine Canada, and all goodwill associated with and in connection with which the said Trade Marks and company name have been used, including the right to sue and recover for past passing off and infringement of the Trade Marks and the said company name.

**AND** the Seller hereby releases to the Buyer all of its and the Secured Parties' claims against the Trade Marks and the company name Poli-Twine Canada.

**AND** the Seller represents that it was appointed as receiver and manager of the Trade Marks and in its capacity as receiver and manager of the Trade Marks has the authority to sell its interests and the Secured Parties' interests, if any, in the Trade Marks.

**SAVE AND EXCEPT FOR THE EXPRESS REPRESENTATION THAT THE SELLER WAS APPOINTED AS RECEIVER AND MANAGER OF THE TRADE MARKS AND IN ITS CAPACITY AS RECEIVER AND MANAGER OF THE TRADE MARKS HAS THE AUTHORITY TO SELL ITS INTERESTS AND THE SECURED PARTIES' INTERESTS, IF ANY, IN THE TRADE MARKS, THE SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TRADE MARKS; THE CONDITION, DESIGN, OR QUALITY OF THE TRADE MARKS; THE FITNESS OF THE TRADE MARKS FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TRADE MARKS; COMPLIANCE OF THE TRADE MARKS WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT OR TRADEMARK INFRINGEMENT; LATENT DEFECTS; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADE MARKS. BRIDGELINE AND BUYER ALSO ACKNOWLEDGE THAT SELLER HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TRADE MARKS.**

**SELLER SHALL HAVE NO LIABILITY TO BRIDGELINE, BUYER OR ANY PERSON WHOMSOEVER (INCLUDING PURCHASERS OF ALL OR ANY OF THE TRADE MARKS) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALY BY THE TRADE MARKS OR ANY PART THEREOF, BY ANY INADEQUACY OF THE TRADE MARKS OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM**

**SELLER'S, BRIDGELINE'S OR BUYER'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS ASSIGNMENT OF THE TRADE MARKS.**

BUYER ACKNOWLEDGES THAT THE TRADE MARKS ARE BEING SOLD "AS IS WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. BUYER ACCEPTS THE PROPERTY SUBJECT TO THE TERMS OF THIS ASSIGNMENT OF TRADE MARKS.

Buyer agrees to be responsible for and shall pay all federal, provincial, municipal and other governmental sales and other taxes, duties and light charges properly payable in connection with and a result of the transfer of the Trade Marks to the Buyer referred to herein, save and except for any income taxes that may be payable by the Seller.

This Bill of Sale may be executed and delivered in any number of counterparts with the same effect as if the Buyer and the Seller had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same document.


IN WITNESS WHEREOF Seller has executed this Assignment of Trade Marks on the date first above written.

**A. FARBER & PARTNERS, INC.** in its capacity as Receiver and Manager of Poli-Twine Canada Ltd.

  
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Witness

By:   
Name: SHAMSU DHALP  
Title: MANAGER

Agreed To:

**POLI-TWINE INC**  
By:   
Name: Keith Bridges  
Title: President

By:   
Name: NORMAN GRANT  
Title: SEC-TREASURER

**SCHEDULE "A"**

**TRADE MARKS and TRADE NAMES**

TO ASSIGNMENT OF TRADE MARKS DATED FEBRUARY 4, 2004  
BETWEEN A. FARBER & PARTNERS INC. in its capacity as receiver and  
manager for Poli-Twine Canada Ltd. ("SELLER") and Poli-Twine Inc.  
("BUYER")

**Trade Marks**

**Trademarks Registered in Canada**

<u>Name</u>	<u>File Date</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Remarks</u>
ESLOK	10/29/75	4/7/77	219,911	Expires 4/7/2007
POLY-FIL DESIGN	5/15/87	9/16/88	344,922	Expires 9/16/2018
POLY-TIE DESIGN	5/15/87	9/16/88	344,921	Expires 9/16/2018
POLYTIE	8/25/82	4/22/83	278,912	Expires 4/22/2013
POLYTIE DESIGN	3/16/67	11/10/67	154,108	Expires 11/10/2012
POWER-TY	8/25/80	7/31/81	261,258	Expires 7/31/2011
POLY TWINE	1/26/67	12/8/67	154,540	Expires 12/8/2012
SPIRALOK	4/17/65	1/14/66	143,515	Expires 1/14/2011
SUPER-CORD	5/15/87	9/30/88	345,544	Expires 9/30/2018

**Trademarks Registered in U.S.**

<u>Name</u>	<u>File Date</u>	<u>Registration Date</u>	<u>Registration Number</u>	<u>Remarks</u>
POLY-FIL	2/2/88	11/5/91	1,663,419	Expires 11/5/2011
SUPER-TY	04/07/95	02/06/96	1,955,107	Expires 2/06/2006

**Unregistered Trade names**


Poli-Twine

AFFIDAVIT OF EXECUTION

I, Rajinder Sahri, of the City of Toronto in the Province of Ontario, Canada, **DO SOLEMNLY DECLARE THAT:**

1. I am subscribing witness to this Assignment and was present and saw it executed, at Toronto, Ontario, Canada on the 4<sup>th</sup> day of February, 2004 on behalf of A. Farber & Partners Inc. in its capacity as Receiver and Manager of the undertaking, property, and assets of Poli-Twine Canada Ltd. by Shankh Dhala, the Manager of the said Corporation.

2. The said Manager is personally known to me and I know him/her to be the Manager of the said Corporation.

Declared before me at the City of Toronto in the Province of Ontario this 4<sup>th</sup> day of February, 2004  
  
Barrister & Solicitor,  
Notary Public, A Commissioner, etc.

  
NAME: Rajinder Sahri

**LOU V. MORREALE**