

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Polyurethane Industrial Coatings, L.L.C		04/19/2005	LIMITED LIABILITY COMPANY: TEXAS
Ultimate Linings, Ltd.		04/19/2005	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Armaguard Coatings Inc.
Street Address:	c/o 1000 ATCO Centre, 10035-105 Street
City:	Edmonton
State/Country:	CANADA
Postal Code:	T5J 3T2
Entity Type:	CORPORATION: CANADA

Name:	Bryson Holdings Inc.
Street Address:	c/o 1000 ATCO Centre, 10035 - 105 Street
City:	Edmonton
State/Country:	CANADA
Postal Code:	T5J 3T2
Entity Type:	CORPORATION: CANADA

Name:	International Bedliner Systems Ltd.
Street Address:	c/o 1000 ATCO Centre, 10035 - 105 Street
City:	Edmonton
State/Country:	CANADA
Postal Code:	T5J 3T2
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2224621	AMERAGUARD

OP \$65.00 2224621

Registration Number:	2226540	AMERAGUARD
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**CORRESPONDENCE DATA**

Fax Number: (780)421-7951  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 780-917-5242  
Email: cunninghamk@bennettjones.ca  
Correspondent Name: Kimberley Cunningham  
Address Line 1: 1000 ATCO Centre, 10035-105 Street  
Address Line 4: Edmonton, CANADA T5J 3T2

ATTORNEY DOCKET NUMBER:	45191-39
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Kimberley Cunningham
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Signature:	/Kimberley Cunningham/
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Date:	02/06/2008
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Total Attachments: 3  
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**EXHIBIT "A"**  
**Collateral**

Debtor hereby grants to Secured Party a security interest in all of the following Collateral:

(i) All "accounts" , together with any and all books of account, customer lists and other records relating in any way to the foregoing (including, without limitation, computer software, whether on tape, disk, card, strip, cartridge or any other form), and in any case where an account arises from the sale of goods, the interest of Debtor in such goods.

(ii) All "chattel paper" and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(iii) All "equipment" of whatsoever kind and character now or hereafter possessed, held, acquired, leased or owned by Debtor and used or usable in Debtor's business, and in any event shall include, but shall not be limited to, all machinery, tools, computer software, office equipment, furniture, appliances, furnishings, fixtures, vehicles, motor vehicles, together with all replacements, accessories, additions, substitutions and accessions to all of the foregoing, and all manuals, policies, instructions and records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form) and all documents, certificates of title and certificates of insurance related to the foregoing. To the extent that the foregoing property is located on, attached to, annexed to, related to, or used in connection with, or otherwise made a part of, and is or shall become fixtures upon, real property.

(iv) All "instruments" as defined in the Code (including promissory notes), and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(v) All "documents" and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form).

(vi) All "general intangibles" and all records relating in any way to the foregoing (including, without limitation, any computer software, whether on tape, disk, card, strip, cartridge or any other form), including all permits, regulatory approvals, copyrights, patents, trademarks, service marks, trade names, mask works, goodwill, licenses and all other intellectual property owned by Debtor or used in Debtor's business and all contract rights.

The property includes, but is not limited to, the property listed on Exhibit A-1 attached hereto and incorporated herein.

**EXHIBIT "A-1"**  
**Specific Collateral**

1. All those assets acquired from the Secured Party by an Asset Purchase Agreement dated April 19, 2005 between the Debtor and the Secured Party, including:

(a) All rights in the Canadian Trademarks "Armaguard" and "Armaguard and Design", which marks are registered in the Canadian Intellectual Property Office as TMA 475330 and TMA 560038 respectively;

(b) All right in the United States trademarks "Ameraguard" and "Ameraguard and Design", which marks are registered in the United States Patent and Trademark Office as Reg. No. 2224621 and Reg. No. 2226540 respectively;

(c) All dealer, distributor or customer agreements and rights therein.