

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maax Corporation		09/18/2008	CORPORATION:
Maax KSD LLC		09/18/2008	LIMITED LIABILITY COMPANY:
Maax Canada Inc		09/18/2008	CORPORATION:
Maax Midwest, Inc		09/18/2008	CORPORATION:
Pearl Baths, Inc		09/18/2008	CORPORATION:
4200217 Canada Inc		09/18/2008	CORPORATION:
Maax Spas (Ontario), Inc		09/18/2008	CORPORATION:
Maax-Hydro Swirl Manufacturing Corp		09/18/2008	CORPORATION:
Aker Plastics Company Inc		09/18/2008	CORPORATION:
Maax Cabinets Inc		09/18/2008	CORPORATION:
Maax Spas (Arizona), Inc		09/18/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Maax US Corp.
Street Address:	Brookfield Place, 181 Bay Street, Ste. 300
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2T3
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	1889784	AKER
Registration Number:	2308803	BODYWRAP SYSTEM
Registration Number:	1807341	SWIRLBATH SERIES
Registration Number:	3174180	ABSOLUTE

900116473

TRADEMARK
REEL: 003856 FRAME: 0635

CH \$1965.00 1889784

Registration Number:	2199243	ACRYLICA COLLECTION
Registration Number:	2898457	ADVANTA BY MAAX
Registration Number:	2921888	ADVANTA BY MAAX
Registration Number:	3078631	AEROFEEL
Registration Number:	2133594	AEROLUX
Registration Number:	2374262	AEROMAX
Registration Number:	3164550	AEROLENS
Registration Number:	2518952	AHEAD OF THE WAVE
Registration Number:	2154603	AIRPOOL
Registration Number:	2932964	AKER
Registration Number:	3179723	ANTIGUA
Serial Number:	78563594	AQUASENS
Registration Number:	2805187	AUDIOMAX
Registration Number:	2361106	BACKMAX
Registration Number:	3177185	BRIO II
Registration Number:	1267872	BUBBLE TUB
Serial Number:	78434071	CASA
Serial Number:	77351052	CASABLANCA
Registration Number:	3323923	COCOON
Registration Number:	3007189	COMBIMAX
Registration Number:	3312103	DAHLIA
Registration Number:	3002905	DELLA
Registration Number:	2964178	DESTINY
Registration Number:	2135132	DURAFOAM
Registration Number:	2145558	DURALUX
Registration Number:	3179409	E-Z PLUMB
Registration Number:	3174145	ELEMENT
Registration Number:	3174146	ESSENCE
Registration Number:	2100937	GENNA
Registration Number:	3072826	HYDROFEEL
Registration Number:	2808470	HYDROMAX
Registration Number:	3304562	HYDROSENS
Registration Number:	3323725	IMAGINE
Registration Number:	3087350	INFINITI
Serial Number:	77345727	INTUITION

Registration Number:	3407848	ISLANDER
Serial Number:	77385215	JAZZ
Registration Number:	3284674	KLEARA
Serial Number:	78873141	KUBIC
Registration Number:	3174215	LIVING
Registration Number:	2952871	MAAX
Registration Number:	2093986	MAAX
Registration Number:	3106206	MAAX COLLECTION
Registration Number:	3164552	MAAX ENJOY.EVERY DAY
Registration Number:	2988860	MAAX IES
Registration Number:	2869118	MAAX VILLA
Serial Number:	78724421	MAGNOLIA
Serial Number:	77352342	MANHATTAN
Registration Number:	3023463	MAXIMIZER
Registration Number:	2779494	MOONLIGHT
Serial Number:	77454983	OPTIK
Registration Number:	2779493	ORIGIN
Registration Number:	2877002	POLYCRYSTAL
Registration Number:	2361202	PREMIUM BY MAAX
Registration Number:	2806821	RAINFOREST
Registration Number:	2349393	SOUVENIR
Registration Number:	2942859	STAMINA
Registration Number:	2709405	STEAMAX
Registration Number:	3274173	TALEN
Registration Number:	3323545	THERMAX
Registration Number:	3432853	TIGRIS
Registration Number:	2946185	TRINITY
Registration Number:	2982225	TULLY
Registration Number:	3187905	URBAN
Serial Number:	77362605	VERSAILLES
Registration Number:	3284976	ALEXA
Serial Number:	77367165	KEYSTONE BY MAAX
Serial Number:	77367163	AROMA-SCENTS
Registration Number:	2039952	PEARL
Serial Number:	77385651	PEARL BATHS

Serial Number:	77222291	PEARL BATHWARE
Serial Number:	77367164	RELEASE
Registration Number:	3203792	THERMAZONE
Registration Number:	2247002	TRUE WHIRLPOOL

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: caroline.geiger@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil,Gotshal&Manges c/o Caroline Geiger

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	29711.91P.ROSEN
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Caroline P Geiger
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Signature:	/Caroline P Geiger/
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Date:	09/18/2008
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Total Attachments: 10

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UNITED STATES
TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of this 18 day of September, 2008 ("Effective Date"), is from MAAX CORPORATION, a corporation incorporated under the laws of Nova Scotia; MAAX KSD LLC (formerly known as Maax KSD Corp.), a limited liability company organized and existing under the laws of Delaware; MAAX MIDWEST, INC., a corporation incorporated under the laws of Indiana; PEARL BATHS LLC (formerly known as Pearl Baths, Inc.), a limited liability company formed under the laws of Minnesota, 4200217 CANADA INC., a corporation incorporated under the laws of Canada; MAAX SPAS (ONTARIO) INC., a corporation incorporated under the laws of Canada; MAAX-HYDRO SWIRL MANUFACTURING CORP., a corporation incorporated under the laws of Washington; AKER PLASTICS COMPANY INC., a corporation incorporated under the laws of Indiana; MAAX CABINETS INC., a corporation incorporated under the laws of Quebec; and MAAX SPAS (ARIZONA), INC., a corporation incorporated under the laws of California (collectively, "Assignors"), on the one hand, to MAAX US CORP., a corporation organized and existing under the laws of Delaware ("Assignee"), on the other hand.

WHEREAS, one or more of Assignors is the owner of each of the trademarks, trademark applications and/or trademark registrations listed in the attached Schedule A (the "Assigned Trademarks") and have a *bona fide* intent to use the Assigned Trademarks in connection with the goods and/or services for which such applications have been filed;

WHEREAS, Assignors are parties to that certain Asset Purchase Agreement, dated June 11, 2008 (as amended, restated or otherwise modified, the "APA"), pursuant to which Brookfield Bridge Lending Fund Inc., agreed to purchase the Business (as defined therein) from Assignors, including that portion of the business of Assignors in connection with which Assignors have a *bona fide* intent to use the Assigned Trademarks; and

WHEREAS, in connection with the purchase of such portion of Assignors' business, Assignee desires to acquire the Assigned Trademarks and any goodwill of the business symbolized thereby, and Assignors desire to assign the Assigned Trademarks and such goodwill to Assignee.

NOW, THEREFORE, for the consideration stated in the APA, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignors and Assignee agree as follows:

1. Assignors do hereby sell, assign, convey and deliver unto Assignee their entire right, title and interest, whether statutory or common law rights, in and to the Assigned Trademarks and the registrations thereof including, without limitation, all rights therein provided by international conventions and treaties, as well as the right to any renewals and extensions that may be granted thereon and the right to prosecute any applications therefor, together with any goodwill of the business symbolized thereby, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, as assignee of their entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or

in equity); together with the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.


2. For avoidance of doubt, Assignors are not responsible for the payment of any fees arising from and after the date hereof that are required to maintain any registrations and applications for registrations relating to the Assigned Trademarks.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignors hereby request the U.S. Commissioner of Patents and Trademarks record this Assignment. Assignee shall bear all costs associated with such recordation.
5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.
6. Except as set forth above, Assignors make no warranty in this Assignment, express or implied, with respect to the Assigned Trademarks.
7. Assignors will take all actions and execute all additional documents as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Trademarks as granted to Assignee, and shall not enter into any agreement in conflict with this Assignment.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

MAAX CORPORATION

By: 
Name: _____
Title: _____


MAAX KSD LLC

By: 
Name: _____
Title: _____

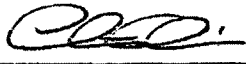
MAAX CANADA INC.

By: 
Name: _____
Title: _____

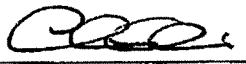
MAAX MIDWEST, INC.

By: 
Name: _____
Title: _____

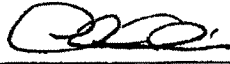
PEARL BATHS LLC

By: 
Name: _____
Title: _____


4200217 CANADA INC.

By: 
Name: _____
Title: _____

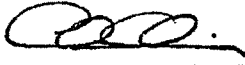
MAAX SPAS (ONTARIO) INC.

By: 
Name: _____
Title: _____


MAAX-HYDRO SWIRL MANUFACTURING CORP.

By: 
Name: _____
Title: _____

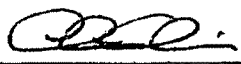
AKER PLASTICS COMPANY INC.

By: 
Name: _____
Title: _____

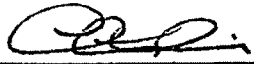
MAAX CABINETS INC.

By: 
Name:
Title:

MAAX SPAS (ARIZONA), INC.

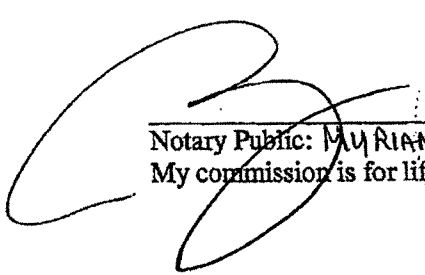
By: 
Name:
Title:

MAAX US CORP.

By: 
Name:
Title:

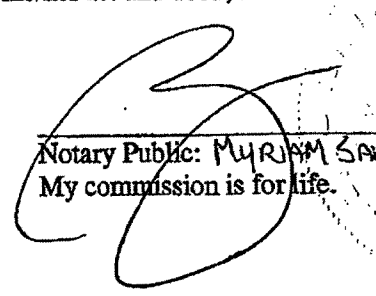
CANADA)
) :SS
PROVINCE OF QUEBEC)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by DENIS AUBIN on behalf of MAAX CORPORATION; MAAX KSD LLC; MAAX MIDWEST, INC.; PEARL BATHS LLC; 4200217 CANADA INC.; MAAX SPAS (ONTARIO) INC.; MAAX-HYDRO SWIRL MANUFACTURING CORP.; AKER PLASTICS COMPANY INC.; MAAX CABINETS INC.; and MAAX SPAS (ARIZONA), INC., as his/her act and deed, and the free act and deed of these entities.


Notary Public: MURIAM SARRAZIN
My commission is for life.

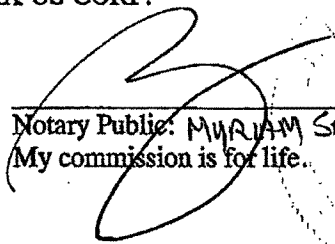
CANADA)
) :SS
PROVINCE OF QUEBEC)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by DENIS AUBIN on behalf of MAAX CORPORATION; MAAX KSD LLC; MAAX MIDWEST, INC.; PEARL BATHS LLC; 4200217 CANADA INC.; MAAX SPAS (ONTARIO) INC.; MAAX-HYDRO SWIRL MANUFACTURING CORP.; AKER PLASTICS COMPANY INC.; MAAX CABINETS INC.; and MAAX SPAS (ARIZONA), INC., as his/her act and deed, and the free act and deed of these entities.


Notary Public: MURIAM SARRAZIN
My commission is for life.

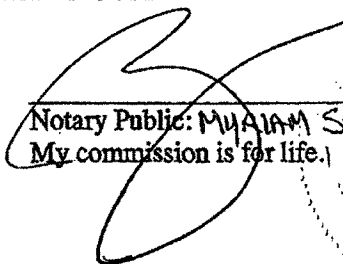
CANADA)
) :ss
PROVINCE OF QUEBEC)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by DENIS AUBIN on behalf of MAAX US CORP., as his/her act and deed, and the free act and deed of MAAX US CORP.


Notary Public: MYRIAM SARRAZIN
My commission is for life.

CANADA)
) :ss
PROVINCE OF QUEBEC)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by DENIS AUBIN on behalf of MAAX US CORP., as his/her act and deed, and the free act and deed of MAAX US CORP.


Notary Public: MYRIAM SARRAZIN
My commission is for life.

SCHEDULE A - ASSIGNED TRADEMARKS

Trademark	Application No.	Registration No.
AKER	74/365139	1889784
BODYWRAP SYSTEM AND DESIGN	75/534794	2308803
SWIRLBATH SERIES AND DESIGN	74/365138	1807341

Trademark	Application No.	Registration No.
ABSOLUTE	78/803569	3174180
ACRYLICA COLLECTION & DESIGN	75/153808	2199243
ADVANTA BY MAAK	75/891088	2898457
ADVANTA BY MAAK AND DESIGN	75/891089	2921888
AEROFEE	78/447390	3078631
AEROLUX	74/425237	2133594
AEROMAX	75/494343	2374262
AEROSENS	78/296726	3164550
AHEAD OF THE WAVE	75/388863	2518952
AIRPOOL	75/171301	2154603
AKER PLASTICS	78/342595	2932964
ANTIGUA	78/646419	3179723
AQUASENS	78/563594	
AUDIOMAX	75/926273	2805187
BACKMAX	75/388867	2361106
BRIO II	78/849850	3177185
BUBBLE TUB	73/405018	1267872
CASA	78/434071	

Trademark	Application No.	Registration No.
CASABLANCA	77/351052	
COCOON	78/703458	3323923
COMBIMAX	78/213712	3007189
DAHLIA	78/873167	3312103
DELLA	78/386878	3002905
DESTINY	78/418997	2964178
DURAFOAM	74/425238	2135132
DURALUX	74/424869	2145558
E.Z PLUMB	78/582813	3179409
ELEMENT	78/793177	3174145
ESSENCE	78/793204	3174146
GENNA	75/080130	2100937
HYDROFEEL	78/447420	3072826
HYDROMAX	78/100858	2808470
HYDROSENS	78/878710	3304562
IMAGINE	77/141684	3323725
INFINITI	78/555606	3087350
INTUITION	77/345727	
ISLANDER	77/028819	3407848
JAZZ	77/385215	
KLEARA	77/039328	3284674
KUBIC	78/873141	
LIVING	78/833664	3174215
MAAX	78/055397	2952871
MAAX AND DESIGN	74/570385	2093986
MAAX COLLECTION STYLIZED	78/541275	3106206
MAAX ENJOY EVERY DAY STYLIZED	78/299894	3164552
MAAX IES	78/186966	2988860
MAAX VILLA	78/126146	2869118
MAGNOLIA	78/724421	

Trademark	Application No.	Registration No.
MANHATTAN	77/352342	
MAXIMIZER	78/486815	3023463
MOONLIGHT	78/127495	2779494
OPTIK	77/454983	
ORIGIN	78/127478	2779493
POLYCRYSTAL	78/137359	2877002
PREMIUM BY MAAX	75/462650	2361202
RAINFOREST	75/772212	2806821
SOUVENIR	75/508703	2349393
STAMINA	78/126517	2942859
STEAMAX	78/100896	2709405
TALEN	78/401775	3274173
THERMAX	77/111514	3323545
TIGRIS	78/724333	3432853
TRINITY	78/408747	2946185
TULLY	78/386798	2982225
URBAN	78/364781	3187905
VERSAILLES	77/362605	

Trademark	Application No.	Registration No.
ALEXA	77/045606	3284976
KEYSTONE BY MAAX AND DESIGN	77/367165	

Trademark	Application No.	Registration No.
AROMA-SCENTS	77/367163 1/9/08	
PEARL AND DESIGN	74/726669 9/8/95	2039952 2/25/97
PEARL BATHS	77/385651 1/31/08	
PEARL BATHWARE AND DESIGN	77/222291 7/5/07	
RELEASE	77/367164 1/9/08	
THERMAZONE	78/833405	3203792
TRUE WHIRLPOOL	75/246312	2247002