

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	Agreement by RSM Richter Inc.as Interim Receiver and Receiver and Manager of Backyard Products Limited										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>RSM Richter Inc., in its capacity as Interim Receiver and Receiver and Manager of Backyard Products Limited</td> <td></td> <td>12/07/2004</td> <td>Interim Receiver and Receiver and Manager of Backyard Products Limited: CANADA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	RSM Richter Inc., in its capacity as Interim Receiver and Receiver and Manager of Backyard Products Limited		12/07/2004	Interim Receiver and Receiver and Manager of Backyard Products Limited: CANADA			
Name	Formerly	Execution Date	Entity Type								
RSM Richter Inc., in its capacity as Interim Receiver and Receiver and Manager of Backyard Products Limited		12/07/2004	Interim Receiver and Receiver and Manager of Backyard Products Limited: CANADA								
RECEIVING PARTY DATA											
Name:	Maynards Industries Ltd.										
Street Address:	5409 Eglinton Avenue West										
Internal Address:	Suite 202										
City:	Toronto, Ontario										
State/Country:	CANADA										
Postal Code:	M9C 5K6										
Entity Type:	CORPORATION: CANADA										
PROPERTY NUMBERS Total: 1											
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>75525765</td> <td>WOW</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Serial Number:	75525765	WOW					
Property Type	Number	Word Mark									
Serial Number:	75525765	WOW									
CORRESPONDENCE DATA											
Fax Number: (404)541-4607 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 404 815 6500 Email: tmadmin@kilpatrickstockton.com Correspondent Name: William H. Brewster Address Line 1: 1100 Peachtree St. NE Address Line 2: Suite 2800 Address Line 4: Atlanta, GEORGIA 30309											
ATTORNEY DOCKET NUMBER:	36358.322698										

OP \$40.00 75525765

900138024

TRADEMARK  
 REEL: 004017 FRAME: 0633

**DOMESTIC REPRESENTATIVE**

**Name:** Kilpatrick Stockton LLP  
**Address Line 1:** 1100 Peachtree St. NE  
**Address Line 2:** Suite 2800  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>NAME OF SUBMITTER:</b>	Valetta A. Northcutt
---------------------------	----------------------

<b>Signature:</b>	/Val Northcutt/
-------------------	-----------------

<b>Date:</b>	07/07/2009
--------------	------------

**Total Attachments: 20**

source=WOW TM AGREEMENT#page1.tif  
source=WOW TM AGREEMENT#page2.tif  
source=WOW TM AGREEMENT#page3.tif  
source=WOW TM AGREEMENT#page4.tif  
source=WOW TM AGREEMENT#page5.tif  
source=WOW TM AGREEMENT#page6.tif  
source=WOW TM AGREEMENT#page7.tif  
source=WOW TM AGREEMENT#page8.tif  
source=WOW TM AGREEMENT#page9.tif  
source=WOW TM AGREEMENT#page10.tif  
source=WOW TM AGREEMENT#page11.tif  
source=WOW TM AGREEMENT#page12.tif  
source=WOW TM AGREEMENT#page13.tif  
source=WOW TM AGREEMENT#page14.tif  
source=WOW TM AGREEMENT#page15.tif  
source=WOW TM AGREEMENT#page16.tif  
source=WOW TM AGREEMENT#page17.tif  
source=WOW TM AGREEMENT#page18.tif  
source=WOW TM AGREEMENT#page19.tif  
source=WOW TM AGREEMENT#page20.tif

**THIS AGREEMENT** is made as of the 7<sup>th</sup> day of December, 2004

**BETWEEN:**

**RSM RICHTER INC.**, in its capacity as Interim Receiver and Receiver and Manager of Backyard Products Limited and not in its personal capacity

(the "**Vendor**")

- and -

**MAYNARDS INDUSTRIES LTD.**

(the "**Purchaser**")

**RECITALS:**

- A. Backyard Products Limited ("**Backyard**") carried on business at certain premises in Collingwood, Ontario.
- B. RSM Richter Inc. was appointed Interim Receiver and Receiver and Manager, without security, of all of the current and future assets, undertaking and properties of every nature and kind whatsoever, and wherever situate of Backyard including all proceeds thereof pursuant to an Order made on October 14, 2004 (the "**Appointment Order**") of the Honourable Mr. Justice Farley of the Ontario Superior Court of Justice (Commercial List).
- C. The Purchaser has agreed to purchase, and the Vendor has agreed to sell, the Purchased Assets (as defined below).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Vendor and Purchaser hereby agrees as follows:

## ARTICLE 1

### DEFINITIONS AND PRINCIPLES OF INTERPRETATION

#### 1.1 Definitions

Whenever used in this Agreement, the following words and terms have the meanings set out below:

**"Agreement"** means this agreement, including all schedules, and all amendments or restatements as permitted, and references to "Article" or "Section" mean the specified Article or Section of this Agreement.

**"Appointment Order"** has the meaning set out in the recitals to this Agreement.

**"Approval and Vesting Order"** has the meaning set out in Section 5.1(b) of the Agreement.

**"Backyard"** has the meaning set out in the recitals to this Agreement.

**"Business Day"** means any day, other than a Saturday or Sunday, on which financial institutions in Toronto, Ontario are open for commercial banking business during normal banking hours.

**"Court"** means the Ontario Superior Court of Justice (Commercial List).

**"Closing Date"** means the third Business Day immediately following approval by the Court of this Agreement, or such other date as may be mutually agreed upon by the Purchaser and the Vendor.

**"Deposit"** has the meaning set out in Section 3.2(a)(i) of this Agreement.



amended and/or assigned, and as amended by a letter from Backyard to D. Graeme Investments Ltd. dated \_\_\_\_\_ in respect of the Premises.

**"Minimum Purchase Price"** means

**"Monthly Payments"** has the meaning set out in Section 3.2(a)(ii) of this Agreement.

**"Notice"** has the meaning set out in Section 11.3 of this Agreement.

**"Occupancy Costs"** mean all costs, expenses and other amounts owing by Backyard in respect of the Premises including, but not limited to, amounts owed in respect of rent, additional rent, utilities (such as hydro, water, and gas), realty taxes, common expenses and any other amounts owing under the Lease relating to the use of the Premises by the Purchaser during the Occupancy Period.

**"Occupancy Period"** means the Free Occupancy Period and the Subsequent Occupancy Period.

**"Occupation Agreement"** has the meaning set out in Section 6.1(a) of the Agreement.

**"Off-Site CCA Inventory"** means completed gym sets made of wood, pressure-treated with chromated copper arsenate that form part of the Purchased Assets which are not physically located at the Premises or at 20 High Street, Unit 2D, Collingwood, Ontario as of the date that this Agreement is executed.

**"Other Assets"** has the meaning set out in Section 6.1(a)(vii) of the Agreement.

**"Premises"** mean the premises located at 530 Third Street, Collingwood, Ontario.

**"Purchased Assets"** mean the assets listed in Schedule "2" to this Agreement, which for greater certainty are the same assets which are defined as "Purchased Property" in the Section 6 Terms and Conditions.

**"Purchaser"** has the meaning set out in the recitals to this Agreement.

**"Section 6 Terms and Conditions"** has the meaning set out in Section 2.1 to this Agreement.

**"Subsequent Occupancy Period"** means the period commencing on and ending on or before

**"Vendor"** has the meaning set out in the recitals to this Agreement.

## **1.2 Certain Rules of Interpretation**

In this Agreement:

- (a) **Currency** – Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.
- (b) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
- (c) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (d) **Including** – Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

- (e) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (g) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.
- (h) **Time** – Time is of the essence in the performance of the Parties' respective obligations.

### 1.3 Entire Agreement

This Agreement, the Section 6 Terms and Conditions, and the agreements and other documents required to be delivered pursuant to this Agreement or the Section 6 Terms and Conditions, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the Parties pertaining to the subject matter of this Agreement and the Section 6 Terms and Conditions and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the Parties in connection with the subject matter of this Agreement and the Section 6 Terms and

Conditions except as specifically set forth in this Agreement and the Section 6 Terms and Conditions and any document required to be delivered pursuant to this Agreement or the Section 6 Terms and Conditions.

#### 1.4 Conflict

In the event of any conflict or inconsistency between the terms of this Agreement and those of the Section 6 Terms and Conditions, the terms of this Agreement shall in every respect govern.

#### 1.5 Schedules

The schedules to this Agreement listed below are integral to and shall form part of this Agreement:

<u>Schedule</u>	<u>Description</u>
Schedule "1"	Estimated Liquidation Costs
Schedule "2"	Purchased Assets
Schedule "3"	Section 6 Terms and Conditions
Schedule "4"	Bill of Sale
Schedule "5"	Approval and Vesting Order
Schedule "6"	Occupation Agreement

### ARTICLE 2 TERMS AND CONDITIONS

#### 2.1 Terms and Conditions

The terms and conditions of sale (a copy of which is attached hereto as Schedule "3") that are included in section 6 of the Vendor's Information Package dated \_\_\_\_\_ with respect to Backyard (the "Section 6 Terms and Conditions") are incorporated by reference and shall form part of this Agreement. For greater certainty, (a) this Agreement shall constitute an offer under the Section 6 Terms and Conditions; and (b) the terms and conditions of this Agreement

are in addition to the Section 6 Terms and Conditions, which together with the terms and conditions of this Agreement shall constitute the entire Agreement.

### **ARTICLE 3 PURCHASE AND SALE**

#### **3.1 Assets to be Purchased and Sold**

The Vendor hereby agrees to sell, and the Purchaser hereby agrees to purchase from the Vendor all of Backyard's right, title and interest in and to the Purchased Assets, and all of the Vendor's right, title and interest, if any, in and to the Purchased Assets, subject to the terms and conditions set out herein and the Section 6 Terms and Conditions.

#### **3.2 Minimum Purchase Price**

- (a) The Minimum Purchase Price for the Purchased Assets shall be payable by the Purchaser to the Vendor as follows:
  - (i) a deposit of (the "Deposit"), payable on the date this Agreement is executed;
  - (ii) five monthly payments of (the "Monthly Payments") due on the last day of the month beginning on and ending on ; and
  - (iii) a final payment (the "Final Payment") of : on
- (b) The Purchaser, at its sole option, may accelerate the above payment schedule.

#### **3.3 The L/C**

Only the Monthly Payments and the Final Payment shall be secured by the L/C. The L/C shall be provided by the Purchaser to the Vendor no later than two Business Days following Court approval of this Agreement. The Vendor shall be entitled to draw down on the L/C upon the

delivery of a letter from the Vendor to the issuing bank stating that any of the Monthly Payments or the Final Payment was not made by the Purchaser in the amount, and at the times, specified in Section 3.2 of this Agreement. The L/C shall be released upon receipt of the Minimum Purchase Price in full by the Vendor.

#### **3.4 Additional Components of the Purchase Price**

- (a) In the event that the Purchaser's gross proceeds of the liquidation and/or sale of the Purchased Assets are in excess of \_\_\_\_\_, the Purchaser shall pay to the Vendor forthwith, \_\_\_\_\_ of such gross proceeds in excess of \_\_\_\_\_
- (b) In the event that the actual liquidation costs are less than the Estimated Liquidation Costs, the Purchaser shall pay to the Vendor forthwith, \_\_\_\_\_ of the difference between the actual liquidation costs and the Estimated Liquidation Costs.

#### **3.5 Payment of the Purchase Price**

All payments made with respect to the Minimum Purchase Price, described in Section 3.2 hereof, and the additional components of the purchase price, described in Section 3.4 hereof, shall be satisfied by the Purchaser by paying the amounts specified in Section 3.2 and Section 3.4 to the Vendor by certified cheque or bank draft.

#### **3.6 CCA Inventory**

The Vendor shall provide the Purchaser with written confirmation of the total number of units of Off-Site CCA Inventory that the Vendor has not been able to locate or account for at the Premises or at 20 High Street, Unit 2D, Collingwood, Ontario by no later than \_\_\_\_\_

If the Vendor is unable to locate and deliver all or any portion of the Off-Site CCA Inventory to the Premises or in the alternative, satisfy the Purchaser that the Off-Site CCA Inventory is located at the Premises or at 20 High Street, Unit 2D, Collingwood, Ontario, by \_\_\_\_\_

the Purchaser shall be entitled to an abatement/reduction from the Minimum

Purchase Price as follows:

- (a) the Minimum Purchase Price shall be reduced by the amount of            per unit of Off-Site CCA Inventory that the Vendor is not able to locate at or deliver to the Premises, or locate and account for at 20 High Street, Unit 2D, Collingwood, Ontario, by            to a maximum of            units of Off-Site CCA Inventory or            whichever is less; and
- (b) any abatement/reduction from the Minimum Purchase Price calculated pursuant to Section 3.6(a) shall be deducted from the Final Payment that is to be made by the Purchaser to the Vendor on            as contemplated by Section 3.2(a)(iii).

### **3.7 Reporting Requirements**

The Purchaser shall provide the Vendor with:

- (a) monthly sales and expense reports on the fifth Business Day of each month during the Occupancy Period, and on            and
- (b) information with respect to the Purchased Assets at the written request of the Vendor, acting reasonably, within two Business Days from the date of such written request.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties of the Vendor**

The Vendor represents and warrants to the Purchaser, and hereby acknowledges and confirms that the Purchaser will be relying on such representations and warranties in connection with the purchase of the Purchased Assets, that:

- (a) the Vendor is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

- (b) the Vendor has been duly appointed by the Court pursuant to the Appointment Order as the Interim Receiver and Receiver and Manager of all of the current and future assets, undertaking and properties of Backyard;
- (c) subject to the making of the Approval and Vesting Order, the Vendor has the full right, power and authority to enter into this Agreement and all other documents contemplated herein to which it is or will be a party, to perform its obligations hereunder and thereunder, and to convey all the right, title and interest of Backyard, and the Vendor, if any, in and to the Purchased Assets to the Purchaser;
- (d) the Vendor has done no act to encumber the Purchased Assets or any part thereof;
- (e) the Vendor has received no notice of any order by a court of competent jurisdiction enjoining the Vendor from completing the transaction contemplated by this Agreement, nor has the Vendor received notice of any appeal or variance of the Appointment Order;
- (f) the Vendor is not now and will not be at the Closing Date a non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).

#### **4.2 Representations and Warranties of the Purchaser**

The Purchaser represents and warrants to the Vendor, and hereby acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale of the Purchased Assets, that:

- (a) the Purchaser is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- (b) the Purchaser has the requisite power and authority to execute and deliver this Agreement and the other documents and instruments contemplated herein to which it is or will be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of this Agreement and the

- ° documents contemplated hereby and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) this Agreement, and each of the other agreements, documents and instruments to be executed and delivered by the Purchaser on or before the Closing Date have been or will be duly executed and delivered by, and when executed and delivered, will constitute the valid and binding obligations of, the Purchaser, enforceable against the Purchaser in accordance with their respective terms; and
- (d) the Purchaser is not now and will not be at the Closing Date a non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).

## **ARTICLE 5 CLOSING ARRANGEMENTS**

### **5.1 Documents to be Received by the Purchaser**

On the Closing Date, the Purchaser shall receive the following:

- (a) a Bill of Sale substantially in the form attached hereto as Schedule "4", in accordance with paragraph 17 of the Section 6 Terms and Conditions; and
- (b) a copy of the closing certificate of the Vendor confirming that the terms and conditions contained in this Agreement have been satisfied or waived and the transaction contemplated by this Agreement has closed, in form and substance satisfactory to the Vendor and attached as a schedule to the Approval and Vesting Order substantially in the form attached hereto as Schedule "5" (the "Approval and Vesting Order").

## **ARTICLE 6 PREMISES**

### **6.1 Purchaser's Use of Premises**

- (a) On the Closing Date, the Vender and the Purchaser shall enter into an occupation agreement (the "Occupation Agreement") substantially in the form attached

hereto as Schedule "6" to enable the Purchaser to obtain exclusive possession of the Premises, as more particularly described in section 2.2 of the Occupation Agreement, for the purpose of conducting a sale of the Purchased Assets from the Premises by private negotiations, auction or otherwise, and completing the work in process and using the raw materials to manufacture certain products for resale, which Occupation Agreement shall provide for the following in addition to the terms and conditions set out therein:

- (i) The Purchaser will have use of the Premises during the Occupancy Period as follows:
  - (A) during the Free Occupancy Period, the Purchaser shall not be responsible for the payment of the Occupancy Costs or the Fisher Fees to the Vendor; and
  - (B) during the Subsequent Occupancy Period, the Purchaser shall pay the Occupancy Costs to the Vendor monthly in advance on the first Business Day of each month, and shall be responsible to pay the Fisher Fees if the Purchaser requires the services of Mr. David Fisher during the Subsequent Occupancy Period.
- (ii) During the Occupancy Period, the Vendor shall be entitled to access to the Premises, during normal business hours.
- (iii) In addition to the requirements and obligations of the Purchaser set out in paragraph 21 of the Section 6 Terms and Conditions, the Purchaser will carefully supervise the checkout, dismantling and removal of all Purchased Assets. The Purchaser shall leave the Premises at the end of its occupation in a neat and clean broom-swept condition, reasonable wear and tear excepted.
- (iv) The Purchaser shall at all times observe and adhere to all terms of the Lease, all applicable laws, by-laws, regulations, codes, orders and rules,

including, without limitation, all health and safety regulations, fire codes and laws, by-laws, regulations, codes, orders and rules relating to noise, parking signage, hours of operation and the like, whether imposed by governmental or judicial authority or under the terms of any lease or agreement relating to the Premises and the Purchaser indemnifies the Vendor in this regard.

- (v) The Purchaser shall not alter the Premises or alter or remove its fixtures.
- (vi) The Vendor may terminate the Purchaser's occupation of the Premises at any time during the Occupancy Period on the occurrence of any of the Events of Default if such Events of Default shall continue or not be cured within a period of five days after written notice thereof has been given by the Vendor to the Purchaser.
- (vii) Subject to the terms and conditions of the Lease and any other agreement relating to the Premises, the Purchaser may offer assets (the "Other Assets"), other than the Purchased Assets, for resale on the Premises provided that with respect to the gross proceeds of the sale of the Other Assets that are in excess of                      the Purchaser shall pay to the Vendor      of all such gross proceeds forthwith upon receipt by the Purchaser. The Purchaser shall also provide the Vendor with a sales report with respect to the sale of the Other Assets on the fifth Business Day of each month during the Occupancy Period, and on                      .

## **ARTICLE 7 ENVIRONMENTAL**

### **7.1 Environmental**

The Purchaser shall not be required to investigate, clean up or remedy, or be liable for the investigation, clean up or remediation of a spill of a Hazardous Substance, or any cost relating to any investigation, clean up or remediation of any environmental liabilities or adverse environmental condition existing at, under, on or near the Premises, or contained in the

TOR\_A2G:1231657.6  
1048371

Purchased Assets, save and except for any spill of such Hazardous Substance (including, without limitation, saw dust), an environmental liability, or an adverse environmental condition at, under on or near the Premises caused or contributed to by the Purchaser or its agents, employees, servants, directors or any other person who was given access to the Premises by the Purchaser. The Purchaser shall be responsible for, and shall remove all Hazardous Substances (including, without limitation, saw dust) that the Purchaser generates or uses during the Occupancy Period and any containers in which such Hazardous Substances were stored, in accordance with all applicable laws and in any event, by no later than the end of the Occupancy Period.

## **ARTICLE 8 USE OF NAMES**

### **8.1 Use of Names**

- (a) As set out in the Section 6 Terms and Conditions, Backyard's intellectual property, including the name "Backyard Products", forms part of the Purchased Assets.
- (b) The Purchaser shall not refer to the Vendor, or use the name "RSM Richter Inc." in any way, in connection with the sale of the Purchased Assets or otherwise.

## **ARTICLE 9 INSURANCE**

### **9.1 Insurance**

The Purchaser covenants and agrees to comply with the terms and conditions of the Lease with respect to any policies of insurance that the lessee of the Premises is required to maintain thereunder, as more particularly described therein, which policies of insurance, notwithstanding anything to the contrary in the Lease, shall list the Vendor as the loss payee (and include "all risks" insurance and public liability insurance) with a minimum coverage of                      for all periods during which the Purchaser occupies the Premises, including the Occupancy Period.

The Purchaser shall provide the Vendor with a binder of such insurance policies showing the Vendor as loss payee prior to obtaining Court approval of the Agreement of Purchase and Sale, the Occupation Agreement, and the transactions contemplated therein.

## **ARTICLE 10 COURT APPROVAL**

### **10.1 Court Approval**

- (a) This Agreement is subject to approval of the Court.
- (b) If the approval of the Court is not obtained by \_\_\_\_\_, this Agreement shall come to an end and neither party shall have any rights against the other party except for a return of the Deposit, without interest, referred to in Section 3.2(a)(i) of this Agreement.

## **ARTICLE 11 GENERAL**

### **11.1 Expenses**

Except as otherwise provided in this Agreement each Party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

### **11.2 Submission To Jurisdiction**

Each Party irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to this Agreement. Each Party consents to any action arising out of this Agreement being tried in Toronto and, in particular, being placed on the Commercial List of the Ontario Superior Court of Justice. The Parties shall not raise any objection to the venue of any proceedings in any such court, including the objection that the proceedings have been brought in an inconvenient forum.

A final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner specified by law and shall not be re-litigated on the merits.

### 11.3 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "Notice") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(a) in the case of a Notice to the Vendor at:

RSM Richter Inc.  
200 King St. W., P.O. Box 48  
Toronto, Ontario M5H 3T4

Attention: Javed  
Fax: 416-932-6200  
E-mail: jrasool@rsmrichter.com

Rasool

(b) in the case of a Notice to the Purchaser at:

Maynards Industries Ltd.  
5409 Eglinton Avenue West, Suite 202  
Toronto, Ontario M9C 5K6

Attention: Larry  
Fax: 416-242-5085  
E-mail: larry.suzuki@maynards.com

Suzuki

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not

a Business Day then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

#### **11.4 Amendment**

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

#### **11.5 Assignment**

The Purchaser may not assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the Vendor.

#### **11.6 Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

#### **11.7 Further Assurances**

The Parties shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Closing Date.

- 19 -

**11.8 Execution and Delivery**

This Agreement may be executed by the Parties in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

**11.9 Language**

The Parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

IN WITNESS OF WHICH the Parties have duly executed this Agreement as of the date first written above.

RSM RICHTER INC., in its capacity as  
Interim Receiver and Receiver and  
Manager of Backyard Products Limited  
and not in its personal capacity

By: 

Name: Robert Johnson

Title: J.P.

MAYNARDS INDUSTRIES LTD.

By: Name: LARRY SUZUKI  
Title: EXECUTIVE VP

**Schedule "2"**  
**Purchased Assets**

TOR\_A2G:1238657.6  
1048371