

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Pricewaterhousecoopers Inc. in its capacity as court-appointed receiver in respect of Cover-All Holding Corp., Cover-All Building Systems Inc., Cover-All U.S. Holding Corp., Summit Structures, LLC,

- Individual(s)
- General Partnership
- Corporation- State: Canada
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 16, 2010

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Norseman Structures Inc.

Internal

Address:

Street Address: 14545-115 Avenue

City: Edmonton

State: Alberta

Country: Canada Zip: T5M 3B8

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship: Canada
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77240240 77237912

B. Trademark Registration No.(s)

2918155 3653062 2579338 2372138 2562135 2559123 2267575

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

LEGEND, MERIDIAN, MEDALLION, GEMINI, VIPERSTEEL, COVER-ALL, TITAN, WINCHLOC, DURA WEAVE

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

Name: Richard W. Young, Esq.

Internal Address:

Street Address: Quarles & Brady LLP

300 North LaSalle Street, Suite 4000

City: Chicago

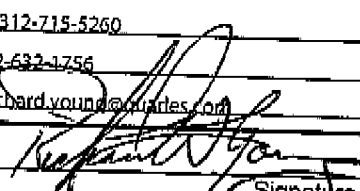
State: Illinois Zip: 60654

Phone Number: 312-715-5260

Fax Number: 312-632-1756

Email Address: richard.young@quarles.com

9. Signature:



Signature

Richard W. Young
Name of Person Signing

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 170055

Authorized User Name Linda A. Praluito

August 4, 2010
Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Cont. - Name of conveying parties:

Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited and not in its personal capacity.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

16th This Intellectual Property Security Agreement (the "Agreement") is made as of the day of June, 2010

BETWEEN:

PRICEWATERHOUSECOOPERS INC. in its capacity as court-appointed receiver in respect of Cover-All Holding Corp., Cover-All Building Systems Inc., Cover-All U.S. Holding Corp., Summit Structures, LLC, Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited and not in its personal capacity (the "Receiver")

-and-

NORSEMAN STRUCTURES INC. (the "Grantor")

WHEREAS the Grantor has entered into an asset purchase agreement made as of May 28, 2010 (the "Asset Purchase Agreement") between the Grantor, as purchaser, and the Receiver, as vendor, and pursuant thereto the Grantor, as borrower, has issued the promissory note made as of the date hereof in favour of the Receiver, as lender (the "Secured Agreement");

AND WHEREAS to secure payment of all obligations of the Grantor to the Receiver under or in connection with the Secured Agreement, the Grantor has entered into a Demand Debenture made as of the date hereof (the "Debenture") in favour of the Receiver,

AND WHEREAS the Receiver may wish to record, file, or register this Agreement at the Canadian Intellectual Property Office and/or at the United States Patent and Trademark Office, as applicable;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Grantor hereby agrees with the Receiver as follows:

1. Defined Terms. Initially capitalized terms used but not defined in this Agreement have the same meanings as in the Debenture.
2. Grant of Security Interest in Intellectual Property. As continuing security for the payment and performance of each of the Obligations, the Grantor hereby grants to the Receiver a continuing, specific and fixed security interest (the "IP Security Interest") in all of such Grantor's right, title and interest in, to, and under all of the following of such Grantor:

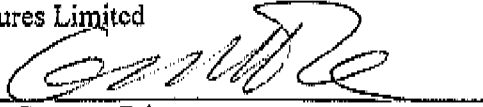
TRADEMARK

REEL: 004254 FRAME: 0350

- (a) the trademarks and tradenames listed on Schedule A attached hereto (collectively, the "**Trademarks**"); and
 - (b) the patent and patent applications listed on Schedule B attached hereto (collectively, the "**Patents**")
- (collectively, the "**IP Collateral**").
3. Supplemental to Debenture. The IP Security Interest is granted in conjunction with the Debenture and the Grantor hereby acknowledges and affirms that the rights and remedies of the Receiver with respect to the IP Security Interest in the IP Collateral are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall govern unless the Receiver shall otherwise determine.
 4. Assignment. The rights of the Receiver under this Agreement may be assigned by the Receiver to the same extent, and on and subject to the same terms and conditions as the Receiver may assign its rights under the Secured Agreement without the prior consent of the Grantor. The Grantor may not assign its obligations under this Agreement except to a person or entity which acquires or succeeds to the interest of the Grantor in the IP Collateral in accordance with the provisions of the Secured Agreement.
 5. Governing Law. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of Grantor may be found.
 6. Counterparts. This Agreement may be executed in any number of counterparts and by facsimile and/or scanned email transmission, all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Receiver and the Grantor have executed this Agreement as of the date first above written.

PRICEWATERHOUSECOOPERS INC. in its capacity as court-appointed receiver in respect of Cover-All Holding Corp., Cover-All Building Systems Inc., Cover-All U.S. Holding Corp., Summit Structures, LLC, Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited

Per: 
Gregory Prince
Senior Vice President

NORSEMAN STRUCTURES INC.

Per: _____
Ron Bryant
President and Director

I/We have authority to bind the Corporation.


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Per: _____
Gregory Prince
Senior Vice President

NORSEMAN STRUCTURES INC.

Per: 
Ron Bryant
President and Director

I/We have authority to bind the Corporation.

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SCHEDULE A**CANADIAN TRADE-MARKS**

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
GEMINI	1,356,791	
MERIDIAN	1,356,967	
DURAWEAWE	834,096	TMA520,625
COVER-ALL	520,527	TMA300,009
LEGEND	1,179,669	TMA623,170
VIPERSTEEL	1,008,034	TMA532,215
WINCHLOC	853,368	TMA501,217
MEDALLION	1,356,969	TMA728,723
TITAN	889,908	TMA528,327
CRESCENT		
ARCH		
GUARDIAN		
COVER-ALL SHELTER SYSTEMS & Design	855,664	TMA504,034
SUMMIT STRUCTURES	1,161,480	TMA613,807
QUICK STRUCTURES	1,176,423	TMA662,172
QUICK STRUCTURES & Design	1,176,425	TMA662,142

U.S. TRADE-MARKS

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
LEGEND	78/258,007	2,918,155
MERIDIAN	77/240,240	
MEDALLION	77/240,283	3,653,062
GEMINI	77/237,912	
VIPERSTEEL	75/749,919	2,579,338
COVER-ALL	75/570,131	2,372,138
TITAN	75/566,736	2,562,135
WINCHLOC	75/418,404	2,559,123
DURAWEAWE	75/263,787	2,267,575
CRESCENT		
ARCH		
GUARDIAN		

SCHEDULE B**United States Patents and Applications**

<u>Title</u>	<u>Appl. No./ Pat No.</u>	<u>Appl. Date/ Issue Date</u>	<u>Status</u>	<u>Assignee</u>
Extrusion design and fabric installation method for weather tight seal	09/785,894/ 6,564,513	02/16/2001/ 05/20/2003	Issued	Cover-All Building Systems, Inc. (Canada)