

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Articles of Amalgamation

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
2265400 Ontario Limited		12/20/2010	CORPORATION: CANADA
2265401 Ontario Limited		12/20/2010	CORPORATION: CANADA
HRCO Inc.		12/20/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Morneau Shepell Ltd.
<b>Street Address:</b>	895 Don Mills Road
<b>Internal Address:</b>	Suite 700
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M3C 1W3
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Serial Number:</b>	76690467	ARIEL

**CORRESPONDENCE DATA**

**Fax Number:** (616)957-8196  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 616-949-9610  
**Email:** ptomail@priceheneveld.com  
**Correspondent Name:** Matthew J. Gipson  
**Address Line 1:** 695 Kenmoor SE P.O. Box 2567  
**Address Line 4:** Grand Rapids, MICHIGAN 49501

**ATTORNEY DOCKET NUMBER:** SCO003 T357

**DOMESTIC REPRESENTATIVE**

**900197215**

**TRADEMARK  
 REEL: 004584 FRAME: 0534**

**OP \$40.00 76690467**

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

NAME OF SUBMITTER:

Matthew J. Gipson

Signature:

s/Matthew J. Gipson/

Date:

07/18/2011

Total Attachments: 19  
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5. Method of amalgamation, check A or B  
*Méthode choisie pour la fusion – Cocher A ou B :*

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below  
*Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

or  
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.  
*Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.*

The articles of amalgamation in substance contain the provisions of the articles of incorporation of  
*Les statuts de fusion reprennent essentiellement les dispositions des statuts constitués de*

and are more particularly set out in these articles.  
*et sont énoncés textuellement aux présents statuts.*

Names of amalgamating corporations <i>Dénomination sociale des sociétés qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la société en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>		
		Year <i>année</i>	Month <i>mois</i>	Day <i>jour</i>
2265400 Ontario Limited	2265400	2010	12	20
2265401 Ontario Limited	2265401	2010	12	20
HRCO Inc.	1779541	2010	12	20

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise  
*Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.*

There are no restrictions on business the Corporation may carry on or on powers the Corporation may exercise.

7. The classes and any maximum number of shares that the corporation is authorized to issue:  
*Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :*

The Corporation is authorized to issue an unlimited number of shares of one class, designated as Common Shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:  
*Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :*

**Not applicable**

9. The issue, transfer or ownership of shares is/are not restricted and the restrictions (if any) are as follows:  
*L'émission, le transfert ou la propriété d'actions est/est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :*

Securities of the Corporation, other than non-convertible debt securities, may not be transferred unless:

(a)

- (i) the consent of the directors of the Corporation is obtained; or  
 (ii) the consent of shareholders holding more than 50% of the shares entitled to vote at such time is obtained; or

(b) in the case of securities, other than shares, which are subject to restrictions on transfer contained in a security holders' agreement, such restrictions on transfer are complied with.

The consent of the directors or the shareholders for the purposes of this section is evidenced by a resolution of the directors or shareholders, as the case may be, or by an instrument or instruments in writing signed by all of the directors, or shareholders holding more than 50% of the shares entitled to vote at such time, as the case may be.

10. Other provisions, (if any):  
*Autres dispositions, s'il y a lieu :*

(a) The number of beneficial shareholders of the Corporation, exclusive of persons who are in the employment of the Corporation and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty (50), two (2) or more persons who are the joint owners of one (1) or more shares being counted as one (1) shareholder.

(b) Any invitation to the public to subscribe for securities of the Corporation is prohibited.

(c) The Corporation shall have a lien on the shares registered in the name of a shareholder or their legal representative for a debt of that shareholder to the Corporation.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".  
*Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe A.*

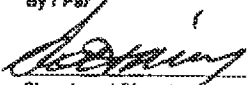
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".  
*Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.*

These articles are signed in duplicate.  
Les présents statuts sont signés en double exemplaire.

Name and original signature of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). Only a director or authorized signing officer can sign on behalf of the corporation. / Nom et signature originale d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire) Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.

2265400 ONTARIO LIMITED

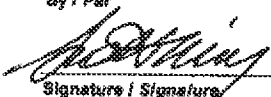
Names of Corporations / Dénomination sociale des sociétés

By / Par  Scott Milligan Director

Signature / Signature Print name of signatory / Nom du signataire en lettres moulées Description of Office / Fonction

2265401 ONTARIO LIMITED

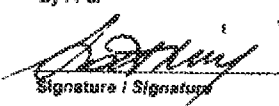
Names of Corporations / Dénomination sociale des sociétés

By / Par  Scott Milligan Director

Signature / Signature Print name of signatory / Nom du signataire en lettres moulées Description of Office / Fonction

HRCO Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par  Scott Milligan Director

Signature / Signature Print name of signatory / Nom du signataire en lettres moulées Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature Print name of signatory / Nom du signataire en lettres moulées Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature Print name of signatory / Nom du signataire en lettres moulées Description of Office / Fonction



SCHEDULE "A"

STATEMENT OF AN DIRECTOR  
OF  
2265400 ONTARIO LIMITED  
AND  
2265401 ONTARIO LIMITED  
AND  
HRCO INC.

PURSUANT TO SECTION 178(2) OF  
THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

I, Scott Milligan, of the City of Toronto, in the Province of Ontario, state that:

1. This Statement is made pursuant to Section 178(2) of the *Business Corporations Act* (Ontario).
2. I am the director of 2265400 Ontario Limited and as such have knowledge of its affairs.
3. I am the director of 2265401 Ontario Limited and as such have knowledge of its affairs.
4. I am a director of HRCO Inc. and as such have knowledge of its affairs.
5. The amalgamation of 2265400 Ontario Limited, 2265401 Ontario Limited and HRCO Inc. (the "Amalgamating Corporations") has been approved.
6. There are reasonable grounds for believing that:
  - (a) each of the Amalgamating Corporations is, and the corporation resulting from the amalgamation of the Amalgamating Corporations (the "Amalgamated Corporation") will be, able to pay its liabilities as they become due;
  - (b) the realizable value of the Amalgamated Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
  - (c) no creditor will be prejudiced by the amalgamation.

[The remainder of this page has been intentionally left blank.]

DATED as of the 20 day of December 2010.



SCOTT MILLIGAN  
Director of each of 2265400 Ontario  
Limited, 2265401 Ontario Limited and  
HRCO Inc.

GOODMANS916244.1

SCHEDULE "B"  
AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the 20th day of December 2010.

BETWEEN:

2265400 Ontario Limited, a corporation incorporated under the laws  
of the Province of Ontario,  
("MSGLP Newco")

- and -

HRCO Inc., a corporation incorporated under the laws of the  
Province of Ontario,  
("HRCO")

- and -t

2265401 Ontario Limited, a corporation incorporated under the laws  
of the Province of Ontario,  
("MSLP Newco")

RECITALS:

- A. Each of the Amalgamating Corporations has agreed to amalgamate in accordance with the Act on the terms and conditions set out in this Agreement.
- B. The authorized share capital of MSGLP Newco is an unlimited number of Common shares.
- C. The authorized share capital of HRCO is an unlimited number of Common shares.
- D. The authorized share capital of MSLP Newco is an unlimited number of Common shares.

NOW THEREFORE the Amalgamating Corporations hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following terms shall have the following corresponding meanings:

"Act" means the *Business Corporations Act* (Ontario).

"Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this amalgamation agreement dated December 20, 2010 between the Amalgamating Corporations, including all schedules and all instruments amending or restating this Agreement. All references to "Articles", "Sections" and "Schedules" mean and refer to the specified article, section and schedule of this Agreement.

"Amalgamating Corporations" means MSGLP Newco, HRCO and MSLP Newco.

"Business Day" means any day which is not a Saturday, a Sunday or a day observed as a statutory or civic holiday under the laws of the Province of Ontario or the federal laws of Canada applicable in the Province of Ontario, on which the principal Canadian chartered banks in the City of Toronto, Ontario are open for business.

"Certificate of Amalgamation" means the certificate of amalgamation to be dated 1<sup>st</sup> day of January 2011 issued pursuant to the Act.

"Certificate Date" means the date of the Certificate of Amalgamation effective at 10:00 a.m. (EST).

"Corporation" means the corporation that will continue as a result of the amalgamation of the Amalgamating Corporations.

"Notice" shall have the meaning given to it in Section 4.2.

## 1.2 Rules of Interpretation

In this Agreement and the Schedules:

- (a) **Time** – Time is of the essence in and of this Agreement.
- (b) **Calculation of Time** – Unless otherwise specified, time periods within or following which act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.
- (c) **Business Days** – Whenever any action to be taken pursuant to this Agreement would otherwise be required to be made on a day that is not a Business Day, such action shall be taken on the first Business Day following such day.
- (d) **Currency** – Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.
- (e) **Headings** – The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.
- (f) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including without limitation” or “includes without limitation”.
- (g) **Plurals and Gender** – The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

- (h) **Statutory References** – Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

**1.3 Applicable Law**

This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract.

**ARTICLE II  
AMALGAMATION**

**2.1 Effective Date**

The Amalgamating Corporations agree to amalgamate effective on the Certificate Date in accordance with the provisions of the Act and to continue as one corporation on the terms and conditions of this Agreement.

**2.2 Name**

The name of the Corporation shall be Morneau Shepell Ltd.

**2.3 Financial Year**

The first financial year of the Corporation shall commence at the earliest possible moment on the Certificate Date.

**2.4 Registered Office**

The registered office of the Corporation shall be located at 895 Don Mills Road, Suite 700, Toronto, Ontario M3C 1W3.

**2.5 Board of Directors**

- (a) The board of directors of the Corporation shall consist of a minimum of one and a maximum of twenty directors. The director of the Corporation shall be the person whose names, addresses and resident Canadian status are set out below:

<u>Name</u>	<u>Address</u>	<u>Resident Canadian</u>
Scott Milligan	895 Don Mills Road, Suite 700 Toronto, Ontario M3C 1W3	YES

- (b) The director shall hold office until the first annual meeting of the Corporation or until successors are elected or appointed. Subsequent directors of the Corporation shall be elected in accordance with the provisions of the Act and the by-laws of the Corporation.

**2.6 Restrictions on Business of the Corporation**

There shall be no restrictions on the business that the Corporation may carry on.

**2.7 Other Provisions**

The following provisions shall apply to the Corporation:

- (a) The number of beneficial shareholders of the Corporation, exclusive of persons who are in the employment of the Corporation and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint owners of one or more shares being counted as one shareholder.
- (b) Any invitation to the public to subscribe for securities of the Corporation is prohibited.

- (c) The Corporation shall have a lien on the shares registered in the name of the shareholder or their legal representative for a debt of the shareholder to the Corporation.

## **2.8 Restrictions on Transfer of Securities**

The securities of the Corporation, other than non-convertible debt securities, may not be transferred unless:

- (a) The consent of the directors of the Corporation is obtained or the consent of the shareholders holding more than 50% of the shares entitled to vote at such time is obtained; or
- (b) In the case of securities, other than shares, which are subject to restrictions on transfer contained in a security holders' agreement, such restrictions on transfer are complied with.

The consent of the directors or the shareholders for the purposes of this section is evidenced by a resolution of the directors or shareholders, as the case may be, or by instrument or instruments in writing signed by all of the directors, or shareholders holding more than 50% of the shares entitled to vote at such time, as the case may be.

## **2.9 By-Laws**

The by-laws of the Corporation shall be the by-laws of MSGLP Newco. A copy of the proposed by-laws of the Corporation may be examined at the registered office of the Corporation.

# **ARTICLE III**

## **SHARE CAPITAL OF THE CORPORATION**

### **3.1 Authorized Share Capital of the Corporation**

The authorized capital of the Corporation shall be an unlimited number of Common Shares.



### 3.2 Issued Share Capital of the Corporation

- (a) Upon the amalgamation becoming effective, the issued capital of the Amalgamating Corporations shall be converted or cancelled as follows:
  - (i) All the issued and outstanding Common Shares in the capital of MSGLP Newco shall be converted into 100 Common Shares of the Corporation;
  - (ii) All the issued and outstanding Common Shares in the capital of HRCO which are solely owned by MSGLP Newco on the Certificate Date are cancelled without any repayment of capital in respect thereof and shall not be converted into shares of the Corporation.
  - (iii) All the issued and outstanding Common shares in the capital of MSLP Newco which are owned by HRCO and MSGLP Newco on the Certificate Date are cancelled without any repayment of capital in respect thereof and shall not be converted into shares of the Corporation.
- (b) The stated capital attributable to the Common Shares of the Corporation issuable pursuant to Section 3.2 on the conversion of shares of the Amalgamating Corporations shall be the aggregate stated capital attributable to the shares so converted into that class.
- (c) Upon the amalgamation becoming effective on the Certificate Date, the holders of issued shares of the Amalgamating Corporations, upon surrendering their certificates representing the issued shares of the Amalgamating Corporations, shall be entitled to receive certificates for shares of the Corporation in accordance with the provisions of this Agreement.

**ARTICLE IV  
GENERAL**

**4.1 Termination**

This Agreement may be terminated by the directors of either of the Amalgamating Corporations at any time before the issuance of the Certificate of Amalgamation, notwithstanding the approval of the Amalgamation Agreement by the shareholders of each of the Amalgamating Corporations.

**4.2 Notice**

All notices, requests, demands or other communications required or permitted to be given by one Amalgamating Corporation to another under this Agreement (each, a "Notice") shall be given in writing and delivered by personal delivery or delivery by recognized national courier, sent by facsimile transmission or delivered by registered mail, postage prepaid, or by electronic communication including e-mail but excluding Internet or intranet websites addressed as follows:

(a) If to MSGLP Newco:

895 Don Mills Road, Suite 700,  
Toronto, Ontario M3C 1W3.

Attention: Ms. Lynn Korbak

Facsimile Number: 416- 445-5664

(b) If to HRCO:

895 Don Mills Road, Suite 700,  
Toronto, Ontario M3C 1W3.

Attention: Ms. Lynn Korbak

Facsimile Number: 416-445-5664

(c) If to MSLP Newco:

895 Don Mills Road, Suite 700,  
Toronto, Ontario M3C 1W3.

Attention: Ms. Lynn Korbak

Facsimile Number: 416- 445-5664

or at such other address or facsimile number or e-mail address at which the addressee may from time to time notify the addressor. Any Notice delivered by personal delivery or by courier to the Party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the Notice is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the next Business Day. Any Notice sent by prepaid registered mail shall be deemed to have been given and received on the fourth Business Day following the date of its mailing. Any Notice transmitted by facsimile shall be deemed to have been given and received on the day in which transmission is confirmed. If such day is not a Business Day or if the facsimile transmission is received after 4:00 p.m. (addressee's local time), then the Notice shall be deemed to have been given and received on the first Business Day after its transmission. Attempted delivery of any Notice hereunder by electronic communication (including but not limited to e-mail and Internet or intranet websites, but excluding facsimile transmission) shall not constitute delivery of such Notice for the purposes of this Agreement.

#### **4.3 Waiver**

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence, forbearance or other accommodation by a party shall constitute a waiver of such party's right to insist on performance in full and in a timely manner of all covenants in this Agreement or in any document delivered pursuant to this Agreement. Waiver of any provision shall not be deemed to waive the same provision thereafter, or any other provision of this Agreement at any time.

**4.4 Further Assurances**

The Amalgamating Corporations shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each of the Amalgamating Corporations shall provide such further documents or instruments required by the other Amalgamating Corporation as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions.

**4.5 Execution by Electronic Transmission**

The signature of either of the Amalgamating Corporations may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement bearing such signature.

**4.6 Counterparts**


This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

**[SIGNATURE PAGES TO IMMEDIATELY FOLLOW]**

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first written above.

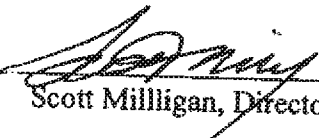
2265400 ONTARIO LIMITED

Per:

  
\_\_\_\_\_  
Scott Milligan, Director


HRCO INC.

Per:

  
\_\_\_\_\_  
Scott Milligan, Director

2265401 ONTARIO LIMITED

Per:

  
\_\_\_\_\_  
Scott Milligan, Director

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