

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
SAVARIA CONCORD LIFTS, INC.		06/06/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	600 DE LA GAUCHETIERE STREET WEST		
City:	MONTREAL, QUEBEC		
State/Country:	CANADA		
Postal Code:	H3B4L2		
Entity Type:	PUBLIC COMPANY: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77960467	SAVARIA	
Registration Number:	2815576	ORION	
Registration Number:	2803355	INFINITY	
Registration Number:	2807289	PROLIFT VOYAGER	
Registration Number:	1786075	KWIKLIFT	
Registration Number:	1773407	P.A.L.	
Registration Number:	1459834	PROLIFT	
CORRESPONDENCE DATA			
Fax Number:	(312)268-5063		
Phone:	773-729-2247		
Email:	officeactions@norvellip.com, sdale@norvellip.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Correspondent Name:	Sarah E. Dale - Norvell IP llc 13308-4		
Address Line 1:	1776 Ash Street		
Address Line 4:	Northfield, ILLINOIS 60093		

OP \$190.00 77960467

900203347

TRADEMARK
REEL: 004632 FRAME: 0598

ATTORNEY DOCKET NUMBER:	13308-4
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Sarah E. Dale
Signature:	/Sarah E. Dale/
Date:	09/29/2011
Total Attachments: 15 source=110606 Security Agreement 13308-4#page1.tif source=110606 Security Agreement 13308-4#page2.tif source=110606 Security Agreement 13308-4#page3.tif source=110606 Security Agreement 13308-4#page4.tif source=110606 Security Agreement 13308-4#page5.tif source=110606 Security Agreement 13308-4#page6.tif source=110606 Security Agreement 13308-4#page7.tif source=110606 Security Agreement 13308-4#page8.tif source=110606 Security Agreement 13308-4#page9.tif source=110606 Security Agreement 13308-4#page10.tif source=110606 Security Agreement 13308-4#page11.tif source=110606 Security Agreement 13308-4#page12.tif source=110606 Security Agreement 13308-4#page13.tif source=110606 Security Agreement 13308-4#page14.tif source=110606 Security Agreement 13308-4#page15.tif	

1. HYPOTHEC

1.1 For good and valuable consideration, the undersigned (the "Client") hypothecates in favour of National Bank of Canada (the "Bank") the property referred to in paragraph 1.2 hereof (the "hypothecated property"). This hypothec is granted for the principal sum of TWO MILLION AND FIVE HUNDRED THOUSAND Dollars (\$2 500 000) and interest at the rate of twenty-five percent (25%) per annum from the date hereof.

1.2 Description of property:

all the Client's movable property, corporeal and incorporeal, present and future, wherever located.

1.3 The term "hypothecated property" also includes the following property to the extent that it is not already included in the description in paragraph 1.2. The following property is therefore also charged by the hypothec created hereunder:

1.3.1 the proceeds of any sale, lease or other disposition of the property referred to in paragraph 1.2, any debt resulting from the sale, lease or other disposition of this property, as well as any property acquired to replace same;

1.3.2 any insurance or expropriation proceeds payable in respect of the hypothecated property;

1.3.3 the principal and the income of the hypothecated property as well as any right attached to the hypothecated property;

1.3.4 where the property described in paragraph 1.2 includes securities and other financial assets, all other securities and financial assets issued in the future in replacement thereof;

1.3.5 all deeds, invoices, records and other documents (including in electronic form) evidencing the hypothecated property or relating thereto.

2. OBLIGATIONS SECURED

This hypothec is granted to secure any and all obligations of the Client toward the Bank, direct and indirect, present and future, of any nature whatsoever, and whether incurred by the Client alone or with another or others, as the principal debtor, guarantor, surety or in any other capacity.

3. REPRESENTATIONS OF THE CLIENT

The Client represents and warrants the following:


TRADEMARK**REEL: 004632 FRAME: 0600**

- 3.1 The Client owns the hypothecated property and the hypothecated property is free and clear of all real rights or security, other than the security granted or to be granted to the Bank, and those mention in Schedule A.
- 3.2 The hypothecated property is located at 107 Alfred Kuehne bld, Brampton, Ontario L6T 4K3 and 2724 Étienne Lenoir, Laval, Québec, H7R 0A3 or in display at some dealers business places.
- 3.3 The hypothecated property is not intended to be used in more than one province or state, except for property in display at some dealers business places.
- 3.4 The Client does not carry on business under a name other than its corporate name and does not have a nominee name.
- 3.5 The trademarks, copyright, patents or other intellectual property rights which belong to the Client or for which it has a licence are as described in Schedule B.
- 3.6 The Client's head or registered office is located at the address indicated in the last page hereof.

4. COVENANTS OF THE CLIENT

- 4.1 The Client shall inform the Bank without delay of any change to its name or to the content of the representations made in Article 3.
- 4.2 The Client shall pay, when due, any amount owing with respect to the hypothecated property, as well as any debt or claim which could rank prior to the hypothec constituted hereunder, and shall provide to the Bank, on demand, evidence that the payments stipulated in this paragraph have been made.
- 4.3 The Client shall insure the hypothecated property and keep it constantly insured for its full insurable value against loss or damage caused by theft, fire and all other perils against which a prudent administrator would insure the hypothecated property. The Bank is hereby designated as the beneficiary of the indemnities payable under these policies and the Client shall cause such designation to be inscribed in the policies. The Client shall provide the Bank with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, with evidence of the renewal or replacement thereof.
- 4.4 The Client shall do all things and sign all documents necessary to preserve its rights in the hypothecated property and to ensure that the hypothec constituted hereunder shall have full effect and be perfected and constantly enforceable against third parties in all jurisdictions where the hypothecated property may be located or used.
- 4.5 The Client shall adequately protect and maintain the hypothecated property and exercise its activities in such a manner as to preserve its value. The Client shall fully comply with the laws and regulations applicable to the operation of its enterprise and to the hypothecated property, including environmental laws and regulations.
- 4.6 The Client shall keep all books, records and accounts which a diligent administrator would keep with respect to the hypothecated property and shall permit the Bank to examine said books, records and accounts and obtain copies of same.



- 4.7 The Client shall keep the hypothecated property free of all real rights, hypothecs, mortgages or security interest, save and except those to which the Bank has consented in writing.
- 4.8 The Client shall not dispose of the hypothecated property nor lease same unless the Bank consents thereto in writing. Notwithstanding the foregoing, the Client may, if not in default hereunder, sell or lease its inventory in the normal course of its business.
- 4.9 The Client shall not change the use, destination or nature of the hypothecated property nor remove same from its present location unless the Bank consents thereto in writing. If the Client is a legal person, it shall not amalgamate with another person nor commence dissolution or winding-up proceedings without the written consent of the Bank.
- 4.10 Where the hypothecated property includes inventory and accounts receivable, the Client shall provide the Bank monthly with a statement of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable (indicating their amount and age).
- 4.11 In the event the hypothecated property includes intellectual property rights, the Client shall provide a description thereof to the Bank and shall inform the Bank forthwith of any new use or acquisition of such rights. The Client shall be required to obtain and renew any registration necessary or useful for protecting its intellectual property rights and it shall further be required to notify the Bank of any claim or legal proceedings concerning such rights.
- 4.12 The Client shall provide the Bank with all information which it may reasonably request concerning the hypothecated property or to verify if the Client is, in compliance with the covenants and obligations contained herein. The Client shall inform the Bank of any fact or event which could adversely affect the financial condition of the Client or the value of the hypothecated property.
- 4.13 The Client shall pay all costs relating hereto, including the costs incurred in order to render the hypothec constituted hereunder enforceable against third parties and the costs of any legal opinion required by the Bank and relating to the validity and rank of this hypothec.
- 4.14 The Client shall reimburse the Bank for all costs and expenses incurred by the Bank to fulfil the covenants of the Client or to exercise its rights, with interest at the annual prime rate of the Bank in effect from time to time, plus three percent (3%). The hypothec granted under Article 1 hereof shall also secure the reimbursement of these costs and expenses as well as the payment of this interest. The annual prime rate of the Bank is the interest rate announced as being its reference rate to determine interest rates on loans made in Canadian dollars by the Bank in Canada.

5. **RIGHTS OF THE BANK**

- 5.1 The Bank may inspect or have the hypothecated property appraised from time to time at the Client's expense and, for that purpose, shall be permitted access to the premises where the mortgaged property is located and to the Client's places of business. The Client shall also allow the Bank to examine and obtain copies of all books of account and documents relating to the hypothecated property.



- 5.2 The Bank may, without being bound to do so, fulfil any or all of the covenants of the Client hereunder.
- 5.3 The Client may collect all debts or claims forming part of the hypothecated property until the Bank withdraws its authorization to the Client to do so; unless the Bank's consent to the contrary is obtained in writing, the Client must however deposit at the Bank the proceeds of any collection. If the Bank withdraws its authorization to the Client to collect the debts or claims forming part of the hypothecated property, the Bank may collect such debts or claims and shall be entitled to a reasonable commission, which it may deduct from any amount collected.
- 5.4 When the hypothecated property includes securities and other financial assets, the Bank may, without being bound to do so, cause itself to be registered as the holder thereof and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
- 5.5 Where the hypothecated assets consist of deposits at the Bank (including credit balances in accounts), the Bank may set off such deposits, whether or not matured, against any obligation secured hereunder, whether or not due.
- 5.6 If the Bank has possession of the hypothecated property, it shall have no obligation to maintain the use for which the hypothecated property is normally intended nor to make it productive or to continue its use or operation.
- 5.7 The Bank may, without being bound to do so, sell the hypothecated property in its possession where it believes in good faith that the hypothecated property is likely to perish, decrease in value or depreciate.
- 5.8 The Client constitutes and appoints the Bank its irrevocable mandatary or attorney, with power of substitution, in order to do any act and to sign any document necessary or useful for the exercise of the rights conferred on the Bank hereunder.
- 5.9 The rights conferred on the Bank under this Article 5 may be exercised by the Bank irrespective of whether the Client is or is not in default hereunder.

6. DEFAULT AND REMEDIES

- 6.1 The Client shall be in default in each and every one of the following events:
 - 6.1.1 If any or all of the obligations secured hereunder are not discharged when due;
 - 6.1.2 If any of the representations made in Article 3 is untrue;
 - 6.1.3 If the Client fails to fulfil any of its covenants hereunder;
 - 6.1.4 If the Client is in default under any other contract or agreement between it and the Bank or under any other hypothec or security interest encumbering the hypothecated property;
 - 6.1.5 If the Client ceases to carry on its business, becomes insolvent or bankrupt; or

- 6.1.6 If any or all of the hypothecated property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar duties.
- 6.2 Upon the Client's default, the Bank may terminate any obligation it may have had to grant credit or make advances to the Client and it may further declare all obligations of the Client to be exigible, if they are not yet due and payable.
- 6.3 Upon the Client's default, the Bank may also exercise all legally available remedies, including the remedies resulting from its hypothec and the remedies of a secured creditor under the laws of any jurisdiction in which the hypothecated property may be located or in which the Bank will exercise its remedies.
- 6.4 In order to realize on its hypothec, the Bank may use, at the Client's expense, the premises where the hypothecated property and other property of the Client are located. Where the hypothecated property includes debts or claims, the Bank may make accommodations or transact with the debtors of these debts or claims and may grant discharges and releases therefor. Where the hypothecated property includes inventory, the Bank may complete the manufacture of such inventory and do all things necessary or useful for its sale.

7. **ADDITIONAL HYPOTHEC**

To secure the payment of interest not already secured by the hypothec created in Article 1 and to further secure the discharge of its obligations hereunder, the Client hypothecates all of the property described in Article 1 for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec set forth in Article 1.

8. **GENERAL PROVISIONS**

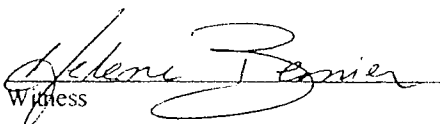
- 8.1 The hypothec created hereunder is in addition to and not in substitution for any other hypothec or security held by the Bank.
- 8.2 This hypothec is a continuing security and shall subsist notwithstanding the payment from time to time, in whole or in part, of the obligations secured hereunder. Any future obligation secured hereunder shall be considered an obligation for which the Debtor shall again be obligated hereunder, as defined in article 2797 of the Civil Code of Quebec.
- 8.3 In each case provided at paragraph 6.1, the Client shall be in default by the mere lapse of time, without the necessity of any notice or demand.
- 8.4 If more than one person is referred to as the "Client", such persons shall be jointly, severally and solidarily liable for all obligations stipulated herein.
- 8.5 Any sum collected by the Bank in the exercise of its rights may be held by the Bank as hypothecated property, or may be applied to the payment of the obligations secured hereunder, whether or not yet due. The Bank shall have discretion as to how any such collected sum shall be applied.
- 8.6 The exercise by the Bank of any of its rights shall not preclude the Bank from exercising any other right hereunder. The failure of or forbearance by the Bank to exercise any of its rights shall not constitute a waiver of the subsequent exercise of such right. The Bank may

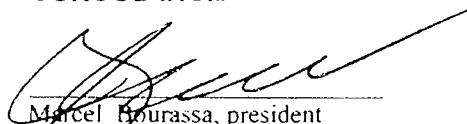
exercise its rights hereunder without being required to exercise its other remedies against the Client or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security or collateral securing such obligations.

- 8.7 The Bank shall only be required to exercise reasonable care in the exercise of its rights and the performance of its obligations. Furthermore, the Bank shall only be liable for its intentional or gross fault.
- 8.8 The Bank may delegate the exercise of its rights or the performance of its obligations hereunder to another person. In such event, the Bank is authorized to provide that person with any information it may have concerning the Client or the hypothecated property.
- 8.9 This deed shall be binding upon the Client and enure to the benefit of the Bank and any successor thereof, by way of amalgamation or otherwise.
- 8.10 Any notice to the Client may be given at the address indicated below or any other address communicated in writing by the Client to the Bank.
- 8.11 Should any clause hereof be invalid or inoperative, the other clauses hereof shall remain fully operative.
- 8.12 This deed shall be governed by and construed in accordance with the laws in force in the Province of Quebec. It shall also be construed in such a way as to give effect to the intention of the parties to have the hypothecated property encumbered by a valid security interest under the laws in force in any other jurisdiction in which the hypothecated property may be located or in which the Bank could exercise its rights. In particular, the hypothec constituted hereunder must also be considered a security interest within the meaning of the laws of any other Canadian province or any U.S. state that would be applicable to the constitution of a security interest in the hypothecated property or rendering it enforceable against third parties. The parties hereto have expressly agreed that this deed be executed in the English language. Les parties ont expressément convenu que le présent acte soit rédigé dans la langue anglaise.

Executed at Laval, in the Province of Quebec on this June 6, 2011.

**«SAVARIA CONCORD LIFTS
INC./ASCENCEURS SAVARIA
CONCOD INC.»**


Witness

Per: 
Marcel Bourassa, president

Address of Client
(for notice and correspondence purposes)
2724 Étienne Lenoir, Laval, Québec, H7R 0A3

Address of head office or domicile of Client
107 Alfred Kuehne bld, Brampton, Ontario L6T
4K3

LIST OF CHARGES

- a conventional **hypothec** without delivery by Ascenseurs Savaria Concord Inc./Savaria Concord Lifts Inc. in favor of **National Bank of Canada**, in the amount of 2 000 000,00\$, published with the register of the personal and real movable rights under number **11-0113171-0003**, affecting the credited amount in the account number 0008163, transit 1025-1 at National Bank of Canada up to 2 000 000,00\$, followed with an assignment of rights by Corporation Savaria/Savaria Corporation in favor of National Bank of Canada, according to inscription number 11-0120085-0001;
- a conventional **hypothec** without delivery by Ascenseurs Savaria Concord Inc./Savaria Concord Lifts Inc. in favor of **National Bank of Canada**, in the amount of 30 000 000,00\$, published with the register of the personal and real movable rights under number **10-0085444-0004**, affecting stock and claims, followed with an assignment of rights by Corporation Savaria in favor of National Bank of Canada, according to inscription number 10-0090215-0001;
- a conventional **hypothec** without delivery by Ascenseurs Savaria Concord Inc./Savaria Concord Lifts Inc. in favor of **National Bank of Canada**, in the amount of 24 000 000,00\$, published with the register of the personal and real movable rights under number **09-0309440-0003**, affecting stock and claims followed with an assignment of rights by Corporation Savaria in favor of National Bank of Canada, according to inscription number 09-0377884-0001;
- a conventional **hypothec** without delivery by Ascenseurs Savaria Concord Inc. in favor of **Corporation Savaria**, in the amount 7 200 000,00\$, published with the register of the personal and real movable rights under number **09-0078356-0001**, affecting the universality of movable properties, followed with assignments of rights by Corporation Savaria/Savaria Corporation in favor of National Bank of Canada, according to inscription numbers 09-0377884-0001, 09-0574494-0001, 10-0090215-0001, 10-0609493-0001, 11-0120085-0001;
- a conventional **hypothec** without delivery by Ascenseurs Savaria Concord Inc. in favor of **National Bank of Canada**, in the amount of 7 920 000,00\$, published with the register of the personal and real movable rights under number **08-0614985-0002**, affecting the universality of movable properties;
- a conventional **hypothec** without delivery by Savaria Concord Lifts Inc./Ascenseurs Savaria Concord Inc. in favor of **National Bank of Canada**, in the amount of 6 000 000,00\$ published with the register of the personal and real movable rights under number **06-0626055-0001**, affecting the universality of movable properties described in the said hypothec;
- a conventional **hypothec** without delivery by Savaria Concord Lifts Inc./Ascenseurs Savaria Concord Inc. in favor of **National Bank of Canada**, in the amount of 1 800 000,00\$ published with the register of the personal and real movable rights under number **06-0554759-0001**, affecting the credited amount in the account number 00857-29, transit 1025-1 at National Bank of Canada up to 1 800 000,00\$;
- a conventional **hypothec** without delivery by Savaria Concord Lifts Inc./Ascenseurs Savaria Concord Inc. in favor of **National Bank of Canada**, in the amount of 10 890 000,00\$ published with the register of the personal and real movable rights under number **06-0479096-0001**, affecting the universality of movable properties described in the said hypothec;



- a conventional **hypothec** without delivery by Savaria Concord Lifts Inc./Ascenseurs Savaria Concord Inc. in favor of **National Bank of Canada**, in the amount of 2 400 000,00\$ published with the register of the personal and real movable rights under number **10-0600784-0001**, affecting the universality of all movable property of the Debtor and Canadian Trademarks and United States Trademarks, followed with an assignment of rights by Savaria Corporation/Corporation Savaria in favor of National Bank of Canada, according to inscription number 10-0609493-0001;
- a conventional **hypothec** without delivery by Savaria Concord Lifts Inc./Ascenseurs Savaria Concord Inc. in favor of **National Bank of Canada**, in the amount of 4 800 000,00\$ published with the register of the personal and real movable rights under number **09-0554140-0002**, affecting the universality of all movable property of the Debtor and Canadian Trademarks and United States Trademarks, followed with an assignment of rights by Savaria Corporation/Corporation Savaria in favor of National Bank of Canada, according to inscription number 09-0544494-0001;
- **leases** by **Xerox Canada Ltd** according to inscriptions number **06-0635803-0012**, **09-0765541-0008** and **09-0797550-0012** with the register of the personal and real movable rights, affecting all present and future office equipment and software, followed with assignments of rights by Xerox Canada Ltd in favor of BNP Paribas (Canada), according to inscriptions number 11-0226940-0001, 11-0008742-0001 and 10-0756114-0001;
- a **right of ownership and assignment of rights** by **BMW Laval** in favor of BMW Canada Inc. according to inscriptions number **09-0435605-0047**, affecting a convertible BMW 2009.

There is also a charge registered by Ascenseurs Savaria Concord Inc./Savaria Concord Lifts Inc. in favor of National Bank of Canada, according to Bank Act Security - Section 427, on February 25, 2011, under number **01261572**.



MARQUES DE COMMERCE CANADA				
TITULAIRE	TITRE	DEMANDE	MARQUE DÉPOSÉE	ÉTAT
SAVARIA CONCORD LIFTS INC.	PROLIFT	0623650	TMA370381	EN VIGUEUR
SAVARIA CONCORD LIFTS INC.	KWIKLIFT	0623648	TMA363713	EN VIGUEUR
SAVARIA CONCORD LIFTS INC.	PROLIFT VOYAGER	1143861	TMA681242	EN VIGUEUR
SAVARIA CONCORD LIFTS INC.	ORION	1143863	TMA608504	EN VIGUEUR
SAVARIA CONCORD LIFTS INC.	CIRCLE AND WAVE DESIGN	1198585	TMA625278	EN VIGUEUR
SAVARIA CONCORD LIFTS INC.	INFINITY	1143862	TMA608518	EN VIGUEUR
SAVARIA CONCORD LIFTS INC.	CONCORD	1264321	TMA664877	EN VIGUEUR
SAVARIA CONCORD LIFTS INC.	MODULIFT	0623649	TMA362461	EN VIGUEUR
VAN-ACTION INC.	VAN-ACTION (DESIGN)	1108975	TMA584629	EN VIGUEUR
VAN-ACTION INC.	VAN-ACTION	1108976	TMA597209	EN VIGUEUR

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MARQUES DE COMMERCE US					
TITULAIRE	TITRE	DEMANDE	MARQUE DÉPOSÉE	ÉTAT	
SAVARIA CONCORD LIFTS INC.	ORION	76423334	2815576	EN VIGUEUR	
SAVARIA CONCORD LIFTS INC.	INFINITY	76423333	2803355	EN VIGUEUR	
SAVARIA CONCORD LIFTS INC.	PROLIFT VOYAGER	76423328	2807289	EN VIGUEUR	
SAVARIA CONCORD LIFTS INC.	KWIKLIFT	74171103	1786075	EN VIGUEUR	
SAVARIA CONCORD LIFTS INC.	P.A.L.	74171102	1773407	EN VIGUEUR	
SAVARIA CONCORD LIFTS INC.	PROLIFT	73637361	1459834	EN VIGUEUR	
YAN-ACTION INC.	YAN-ACTION	78079363	2547463	EN VIGUEUR	



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Canadian Intellectual
Property Office
An Agency of
Industry Canada

Canada

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INFORMATION RELATIVE AUX MARQUES DE COMMERCE CANADIENNE

*** Note L'information sur les marques de commerce est affichée dans la langue officielle dans laquelle elle est soumise.

La dernière mise à jour de la base de données remonte au : 2011-05-31

NUMÉRO DE DEMANDE :
1495115

NUMÉRO D'ENREGISTREMENT :
non enregistrée

STATUT :

ANNONCÉE DANS LE JOURNAL

PRODUITE :

2010-09-08

FORMALITÉS ACCOMPLIES :

2010-09-17

PUBLIÉE :

2011-03-09

REQUÉRANT :

Savaria Concord Lifts, Inc.
107 Alfred Kuhne Blvd.
Brampton
L6T 4K3
ONTARIO

AGENT :

MCMILLAN LLP
BROOKFIELD PLACE, SUITE4400
BAY WELLINGTON TOWER
181 BAY STREET
TORONTO
ONTARIO M5J 2T3

REPRÉSENTANT POUR SIGNIFICATION :

MCMILLAN LLP
BROOKFIELD PLACE, SUITE4400
BAY WELLINGTON TOWER
181 BAY STREET
TORONTO
ONTARIO M5J 2T3

MARQUE DE COMMERCE :



REFERENCE DESCRIPTIVE DE LA MARQUE :
SAVARIA & Design

RUBRIQUES D'INDEX :
 SAVARIA

INFORMATION SUR LES CODES DE VIENNES :

Code Description

- 26.1.5 Plus de deux cercles ou ellipses, les uns dans les autres, spirales
- 1.15.23 Tourbillons, mouvements rotatifs, tornade -- Note: Non compris les orbites astronomiques (1.13.1), les orbites atomiques (1.13.1), les cercles concentriques (26.1.4 ou 26.1.5) et les spirales (26.1.5).
- 29.1.3 Vert

REVENDECTION DE COULEUR :

Colour is claimed as a feature of the trade-mark. The color green is claimed as a feature of the mark. The mark consists of a circle design with a curled tail beginning at the bottom of the circle and ending in the center of the circle which is to the left of the word 'savaria' all in the color green.

MARCHANDISES :

(1) Elevators, vertical lifts, horizontal lifts, inclined lifts, stair lifts, stair chairs, and wheelchair lifts for buildings; automatic door openers; van conversion kits, conversion vans and disability-adapted vehicles; electric powered scooters.

SERVICES :

(1) Manufacturing of elevators, vertical lifts, horizontal lifts, inclined lifts, stair lifts, stair chairs, and wheelchair lifts for third party installers; van and vehicle conversion services for others.

REVENDECTION :

Priority Filing Date: March 16, 2010, Country: UNITED STATES OF AMERICA, Application No: 77/960,467 in association with the same kind of wares and in association with the same kind of services.
 Proposed Use in CANADA.

MARQUES LIÉES :

1,463,154

ACTION	DATE	BF	COMMENTAIRES
Produite	08 septembre 2010		
Créée	09 septembre 2010		
Formalisée	17 septembre 2010		
Traduction demandée	21 septembre 2010	20 novembre 2010	
Traduction reçue	20 octobre 2010		
Changement d'agent	05 janvier 2011		From: 9878 To: 14078
Changement de représentant pour signification	05 janvier 2011		From: 9878 To: 14078
Recherche	13 janvier 2011		

enregistrée

Avis d'approbation 13 janvier 2011 10 février 2011
envoyé

Approuvée 03 mars 2011

APPROVED BY PROGRAM EX200M1

Extraite pour 04 mars 2011
publication

Vol.58 Issue 2941 2011/03/09

Publiée 09 mars 2011

Vol.58 Issue 2941

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Dernière mise-à-jour 2011-05-31



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Trademarks > Trademark Electronic Search System (TESS)

TESS was last updated on Thu Jun 2 04:05:46 EDT 2011

Please logout when you are done to release system resources allocated for you.

List At: OR to record: **Record 1 out of 7**

(Use the "Back" button of the Internet Browser to return to TESS)



Word Mark **SAVARIA**

Goods and Services IC 007. US 013 019 021 023 031 034 035. G & S: ELEVATORS, VERTICAL LIFTS, HORIZONTAL LIFTS, INCLINED LIFTS, STAIR LIFTS, AND WHEELCHAIR LIFTS FOR BUILDINGS

 IC 009. US 021 023 026 036 038. G & S: AUTOMATIC ELECTRIC DOOR OPENERS

 IC 010. US 026 039 044. G & S: MEDICAL EQUIPMENT, NAMELY STAIR CHAIRS

 IC 012. US 019 021 023 031 035 044. G & S: Van conversion kits comprised of chair lifts, ramps, chair guides, markers and decals, accessibility controllers, modified seating, and modified flooring to make structural changes to vans, conversion vans and disability-adapted land vehicles; electric powered scooters

 IC 037. US 100 103 106. G & S: VAN AND VEHICLE CONVERSION SERVICES FOR OTHERS, NAMELY INSTALLING SPECIALTY AUTOMOTIVE EQUIPMENT

 IC 040. US 100 103 106. G & S: MANUFACTURING SERVICES, NAMELY CUSTOM MANUFACTURE OF ELEVATORS, VERTICAL LIFTS, HORIZONTAL LIFTS, INCLINED LIFTS, STAIR LIFTS, STAIR CHAIRS, AND WHEELCHAIR LIFTS FOR THIRD PARTY INSTALLERS

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26 01 26 - Coils, Sprals; Swirls

Serial Number 77960467

Filing Date March 16, 2010

Current Filing Basis 1B

Original Filing Basis 1B

Owner (APPLICANT) Savaria Concord Lifts Inc. CORPORATION CANADA 107 Alfred Kuehne Boulevard Brampton, Ontario CANADA L6T4K3

Attorney of Record David N. Makous

Description of Mark The color(s) green is/are claimed as a feature of the mark. The mark consists of a circle design with a curled tail beginning at the bottom of the circle and ending in the center of the circle which is to the left of the word "savaria" all in the color green.

Type of Mark TRADEMARK, SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

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