

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Richards-Wilcox Canada Inc. | | 07/03/2012 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Raynor Canada Corp. | | |
| Doing Business As: | Richards-Wilcox Canada Inc. | | |
| Street Address: | 5100 Timberlea Boulevard | | |
| City: | Mississauga, Ontario | | |
| State/Country: | ONTARIO | | |
| Postal Code: | L4W 2S5 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2588060 | THERMATITE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 416.596.2132 | | |
| Email: | egierczak@millerthomson.com | | |
| Correspondent Name: | Eugene J.A. Gierczak | | |
| Address Line 1: | 40 King Street West, Suite 5800 | | |
| Address Line 4: | Toronto, ONTARIO M5H 3S1 | | |
| ATTORNEY DOCKET NUMBER: | 055578.0002 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | | | |
| Address Line 1: | | | |

OP \$40.00 2588060

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Eugene J.A. Gierczak

Signature:

/EJAG/

Date:

07/03/2012

Total Attachments: 3

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WORLDWIDE TRADE-MARK ASSIGNMENT

RICHARDS-WILCOX CANADA INC

6311 Vipond Drive
Mississauga, Ontario
L5T 1T7
(Assignor)

and

RAYNOR CANADA CORP. carrying on business as RICHARDS-WILCOX CANADA INC.

5100 Timberlea Boulevard,
Mississauga, Ontario
L4W 2S5
(Assignee)

WHEREAS the Assignor is the owner of all right, title and interest in and to the trade-marks listed on Schedule A attached to this Agreement including all goodwill appertaining to the said trade-marks and any other proprietary rights associated therewith (the "Trade-marks");

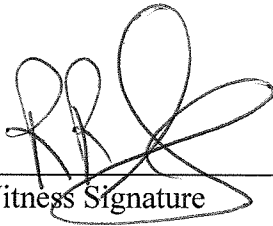
NOW THEREFORE in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) The Assignor hereby sells, assigns, transfers and sets over to the Assignee all of their right, title and interest in and to the Trade-marks in Canada, the United States and all countries foreign thereto including without limitation, all rights that the Assignor has in the Trade-marks at common law and all goodwill associated with the Trade-mark, the same to be held and enjoyed by the Assignee as fully and effectively as the same would have been enjoyed by the Assignor if this Assignment and transfer had not been made.

2) The parties shall take all reasonable actions, do all things, attend or cause their representatives to take such steps and execute all further documents, agreements and assurances as may be required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.


IN WITNESS WHEREOF the parties have executed this Assignment effective as of the date first above written.

SIGNED at Toronto, Ontario, this 3rd day of July, 2012.




Witness Signature

RICHARDS-WILCOX CANADA INC.




Name: *ED CHIN*
Position: *VP FINANCE*
I have the authority to bind the Corporation



Witness Signature

**RAYNOR CANADA CORP. carrying on
business as RICHARDS-WILCOX
CANADA INC.**



Name: *ED CHIN*
Position: *VP FINANCE*
I have the authority to bind the Corporation

SCHEDULE A
TRADE-MARKS

| COUNTRY | TITLE | REGISTRATION NO. | REGISTRATION DATE |
|----------------|--------------|-------------------------|--------------------------|
| United States | THERMATITE | 2,588,060 | July 2, 2002 |