

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
Badger Daylighting Corp.		01/24/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank, as collateral agent		
Street Address:	66 Wellington Street West		
Internal Address:	9th Floor, TD Bank Tower		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	chartered bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3947060	BADGER DAYLIGHTING	
Registration Number:	2749562	BADGER	
Registration Number:	2419263		
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7897		
Email:	hmiller@vedderprice.com		
Correspondent Name:	Holly Miller		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	45798000050		
DOMESTIC REPRESENTATIVE			

CH \$90.00 3947060

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Holly Miller

Signature:

/Holly Miller/

Date:

01/27/2014

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of January 24, 2014, between **BADGER DAYLIGHTING CORP.**, a Nevada corporation ("**Assignor**"), having its chief executive office at Suite 1000, 635 – 8th Avenue S.W., Calgary, Alberta T2P 3M3, and **THE TORONTO-DOMINION BANK ("TD")**, in its capacity as the Collateral Agent on behalf and for the benefit of the Secured Creditors (in such capacity, the "**Collateral Agent**"), having its office at 9th Floor, TD Bank Tower, 66 Wellington Street West, Toronto, Ontario M5K 1A2. Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant to the terms of a Security Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent on behalf of and for the benefit of the Secured Creditors, the Assignor has granted to the Collateral Agent a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Creditors are willing to make, extend and maintain credit to and for the benefit of certain affiliates of the Assignor, but only upon the condition, among others, that the Assignor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Collateral Agent and the Secured Creditors to enter into the Credit Documents (as defined in the Intercreditor Agreement) and the Transaction Documents (as defined in the Intercreditor Agreement) and to make, extend and maintain the credit to and for the benefit of certain affiliates of the Assignor upon the terms and subject to the conditions thereof, Assignor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers as collateral security to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, and hereby grants to the Collateral Agent, on behalf of and for the benefit of the Secured Creditors, a security interest in and to all of Assignor's respective right, title and interest in, to and under each of the following:

- (a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark,

trade name and service mark and each trademark, trade name and service mark application for registration listed on *Schedule A* hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; *provided, however*, that the pledge and security interest created hereunder shall specifically exclude "intent-to-use" trademarks at all time prior to the first use thereof, whether by the actual use in commerce, the filing of a statement of use with the U.S. Patent and Trademark Office or otherwise; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.


Following the termination of the Security Agreement in accordance with its terms, the Trademarks, the goodwill thereof and any and all financing statements filed on behalf of the the Collateral Agent will be automatically terminated, released, and/or reassigned to the Assignor, and the Collateral Agent will execute, acknowledge and deliver to the Assignor such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

BADGER DAYLIGHTING CORP.,
a Nevada corporation

By: 
Printed Name: Greg Kelly
Title: Chief Financial Officer

COLLATERAL AGENT:

THE TORONTO-DOMINION BANK,
as Collateral Agent for the Secured Creditors

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

BADGER DAYLIGHTING CORP.,
a Nevada corporation

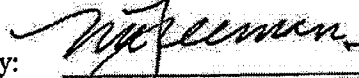
By: _____

Printed Name: _____

Title: _____

COLLATERAL AGENT:

THE TORONTO-DOMINION BANK,
as Collateral Agent for the Secured Creditors

By: 

Name: Michael A. Freeman

Title: Vice President, Loan Syndications-Agency

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
3,947,060	Badger Daylighting	April 19, 2011
2,749,562	Badger	August 12, 2003
2,419,263	[Badger logo]	January 9, 2001

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RECORDED: 01/27/2014

TRADEMARK
REEL: 005202 FRAME: 0063