

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Farley Group Inc.		03/03/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	KP Building Products Ltd.		
Street Address:	3075 Trans-Canada Highway West		
City:	Pointe-Claire, Quebec		
State/Country:	CANADA		
Postal Code:	H9R 1B4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85658825	BONNEVILLE SOLUTIONS	
Registration Number:	3051447	ENJOY THE VIEW	
Serial Number:	85767374	SINCE 1952 FARLEY WINDOWS & DOORS	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2202146121		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Michael J. Bevilacqua		

OP \$90.00 85658825

TRADEMARK

SIGNATURE:	/michael j. bevilacqua/
DATE SIGNED:	03/12/2014
Total Attachments: 6 source=farley assignment kp building#page1.tif source=farley assignment kp building#page2.tif source=farley assignment kp building#page3.tif source=farley assignment kp building#page4.tif source=farley assignment kp building#page5.tif source=farley assignment kp building#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated as of March 3rd, 2014.

B E T W E E N :

A. FARBER & PARTNERS INC.,
in its capacity as the receiver (and not in its personal capacity) of all of the property, assets and undertaking of **FARLEY GROUP INC.** ("**Farley**"),

(hereinafter referred to as the "**Assignor**"),

- and -

KP BUILDING PRODUCTS LTD.,
a corporation existing pursuant to the laws of Canada,

(hereinafter referred to as the "**Assignee**").

WHEREAS the Assignor and the Assignee entered into an asset purchase agreement dated as of February 21, 2014 (the "**Asset Purchase Agreement**");

AND WHEREAS capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Asset Purchase Agreement;

AND WHEREAS pursuant to the Asset Purchase Agreement, the Assignee purchased all of the Assignor and Farley's right, title and interest, if any, in and to all of the Purchased Assets, including all of the Intellectual Property, as more particularly set out in Schedule A attached hereto (collectively, the "**Assigned Intellectual Property**");

AND WHEREAS it is a condition to Closing under the Asset Purchase Agreement that the Assignor shall deliver or cause to be delivered to the Assignee specific assignments of all the right, title and interest of Farley in and to the Assigned Intellectual Property on the Closing Date;

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

ARTICLE 1
ASSIGNMENT

1.1 **Assignment**

(a) The Assignor hereby sells, assigns and transfers to the Assignee and its successors, assigns and nominees absolutely and forever, the entire right, title and interest in and to the Assigned Intellectual Property. The foregoing Assigned Intellectual Property is to be held and enjoyed by the Assignee, for its own use and benefit, and for its successors and assigns to the full end of the term for which such rights may exist in any country, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

(b) The Assignor hereby nominates, constitutes and appoints each of Davies Ward Phillips & Vineberg LLP, the Assignee and each of its affiliates and agents to be a true and lawful attorney-in-fact and agent of the Assignee to execute (whether under the corporate seal of the Assignor or otherwise) and deliver any documentation required to transfer ownership of the Assigned Intellectual Property from the Assignor to the Assignee, or as the Assignee may direct or to insert further identification of the Assigned Intellectual Property such as the execution date, or the application number and the filing date of the applications when known, or to correct errors in Schedule A, or to insert any further identification or other information relating to the Assigned Intellectual Property necessary or desirable to make this Agreement suitable for recordal with any patent office (other than the Canadian Intellectual Property Office).

(c) The Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of the Assignee which may be required to transfer all of the Assignor's rights, title and interest in and to the Assigned Intellectual Property and/or the rights thereto to the Assignee, its successors and assigns.

1.2 **Acceptance**

The Assignee hereby accepts the assignment and transfer by the Assignor set out in Section 1.1.

ARTICLE 2
MISCELLANEOUS

2.1 **Severability**

Subject to any applicable legislation, the parties agree that the assignment of each component of the Assigned Intellectual Property shall be construed as separable and divisible from the assignment of every other component of the Assigned Intellectual Property. The unenforceability or invalidity of this assignment with respect to any one component of the Assigned Intellectual Property shall not limit its enforceability or validity, in whole or in part, with respect to any other component of the Assigned Intellectual Property.

2.2 Entire Agreement

This Agreement, together with the Asset Purchase Agreement and a general conveyance and assignment and assumption agreement dated as of the date hereof between the Assignor and the Assignee, represents the entire agreement between the parties with respect to the ownership and assignment of the Assigned Intellectual Property, and supersedes any and all prior agreements, understandings and communications between the parties, whether oral or written, with respect thereto.

2.3 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and, where the context so permits, their respective successors and permitted assigns. This Agreement may not be assigned by the Assignor without the prior written consent of the Assignee but may be assigned by the Assignee, in whole or in part, without the consent of the Assignor.

2.4 Applicable Law

(a) This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

(b) Each of the parties irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts, and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.


2.5 Counterparts

This Agreement may be executed in counterparts and delivered by e-mailed PDF or other electronic transmission, each of which will constitute an original and all of which taken together will constitute one and the same original instrument.

[The next page is the signature page.]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

A. FARBER & PARTNERS INC., in its capacity as the receiver (and not in its personal capacity) of all of the property, assets and undertakings of FARLEY GROUP INC.

by 
Name: Paul Denton
Title: Vice President

KP BUILDING PRODUCTS LTD.

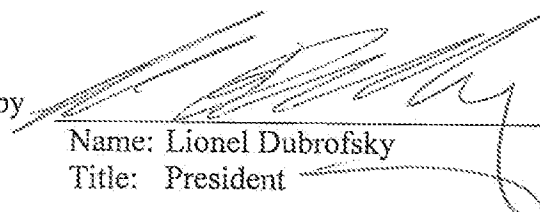
by _____
Name: Lionel Dubrofsky
Title: President

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

A. FARBER & PARTNERS INC., in its capacity as the receiver (and not in its personal capacity) of all of the property, assets and undertakings of FARLEY GROUP INC.

by _____
Name: Paul Denton
Title: Vice President

KP BUILDING PRODUCTS LTD.

by 
Name: Lionel Dubrofsky
Title: President

SCHEDULE A

ASSIGNED INTELLECTUAL PROPERTY

Trademarks:

Title	App No.	Reg No.	Status	Country
ADMIREZ LA VUE	1467840	833,014	Registered	Canada
BONNEVILLE INTERNATIONAL	1061825	582,514	Registered	Canada
BONNEVILLE PORTES & FENÊTRES & DESSIN	480,019	271,786	Registered	Canada
BONNEVILLE PORTES ET FENÊTRES	1061415	582,516	Registered	Canada
BONNEVILLE PORTES ET FENÊTRES & DESSIN	1124360	594,235	Registered	Canada
BONNEVILLE SOLUTIONS	1574023	864,604	Registered	Canada
BONNEVILLE SOLUTIONS (U.S.)	85/658,825		Advertised	US
BONNEVILLE WINDOWS AND DOORS	1297291	726,306	Registered	Canada
BONNEVILLE WINDOWS AND DOORS & Design	1297290	726,307	Registered	Canada
BONNEVILLE WINDOWS AND DOORS & DESSIN	483,204	274,700	Registered	Canada
ENJOY THE VIEW	1467829	833,010	Registered	Canada
ENJOY THE VIEW (U.S.)	76/603,113	3,051,447	Registered	US
ESSENTIA	1561887		Application allowed	Canada
FARLEY WINDOWS & Design	1143399	607,809	Registered	Canada
FARLEY WINDOWS & DOORS Logo	1587530		Exam report received	Canada
GreenView	1467838	833,011	Registered	Canada
POLAR PORTES ET FENÊTRES	1061824	561,004	Registered	Canada
SINCE 1952 FARLEY WINDOWS & DOORS Logo (U.S.)	85/767,374		Exam report received	US
SOLUTIONS BONNEVILLE	1574024	864,606	Registered	Canada
SOLUTIONS BONNEVILLE BONNEVILLE SOLUTIONS Logo	1574025	864,605	Registered	Canada
WINDOW BUILDER	1467841	800,446	Registered	Canada