

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311668

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roll-Tite Corp.		04/25/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Shur-Co Canada ULC		
Street Address:	490 Elgin Street, Unit 1		
City:	Brantford, Ontario		
State/Country:	CANADA		
Postal Code:	N3S 7P8		
Entity Type:	Unlimited Liability Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	77387867	MAGNUM BY ROLL-TITE	
Registration Number:	3203486	ROLL-TITE	
Registration Number:	3698971	ROLL-TITE CLASSIC	
Registration Number:	3698970	ROLL-TITE MAX	
Registration Number:	3365628	OUR BUSINESS IS COVERING YOURS	
CORRESPONDENCE DATA			
Fax Number:	5167424366		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	516-742-4343		
Email:	intprop@ssmp.com		
Correspondent Name:	Keith A. Weltsch		
Address Line 1:	400 Garden City Plaza		
Address Line 2:	Suite 300		
Address Line 4:	Garden City, NEW YORK 11530		
ATTORNEY DOCKET NUMBER:	2150/1008		
DOMESTIC REPRESENTATIVE			
Name:	Keith A. Weltsch		
Address Line 1:	400 Garden City Plaza		
Address Line 2:	Suite 300		

CH \$140.00 77387867

TRADEMARK

Address Line 4: Garden City, NEW YORK 11530	
NAME OF SUBMITTER:	Keith A. Weltsch
SIGNATURE:	/Keith A. Weltsch/
DATE SIGNED:	07/24/2014
Total Attachments: 6 source=Roll Tite Assignment#page1.tif source=Roll Tite Assignment#page2.tif source=Roll Tite Assignment#page3.tif source=Roll Tite Assignment#page4.tif source=Roll Tite Assignment#page5.tif source=Roll Tite Assignment#page6.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

ROLL-TITE CORP., an Ontario corporation ("Assignor"), for good and valuable consideration paid by **SHUR-CO CANADA ULC**, a British Columbia unlimited liability corporation ("Assignee"), the receipt and sufficiency of which is hereby acknowledged, hereby conveys, transfers and assigns to Assignee, its successors and assigns, any and all of its right, title and interest in and to any and all of the intellectual property assets that it may have that are part of the Acquired Assets, as such term is defined in the Asset Purchase Agreement dated April 25, 2014 by and among Assignor, Assignee and the shareholder of Assignor, together with the goodwill associated with the use of such Intellectual Property (as that term is defined in Asset Purchase Agreement) with Assignor's business, wherein Intellectual Property shall include with respect to the Acquired Assets all rights in: all inventions (whether or not patentable and whether or not reduced to practice) and all improvements thereto; all patents, patent applications and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, servicemarks, logos and trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works and all copyrights; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on Schedule 1 attached hereto.

As used herein, the following capitalized terms shall have the following definitions: "Know-How" shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; "Documentation" shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the Intellectual Property; "Code" shall mean computer programming code, and shall include both Object Code and Source Code; "Object Code" shall mean the machine executable form of the Code; "Source Code" shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and "Software" shall mean any instructions and associated data capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

To the extent any of the aforementioned rights in and to such intangible assets are not immediately assignable, and to the extent any such rights are created in the future with respect to the aforementioned rights, Assignor shall fully identify and describe each such asset and use its best efforts to: (i) provide Assignee the benefits of any such rights, and hold same in trust for Assignee without additional compensation therefor; and (ii) cooperate in any reasonable and lawful arrangement designed to provide such benefits and rights to Assignee, without additional compensation therefor.

Assignor shall promptly prepare and deliver for recording any instrument necessary to perfect or record the transfer of any of the Intellectual Property in the Canadian Intellectual Property Office, the domain name registrar, or any other recording office where such recordings are properly made.

Upon Assignee's request at any time and from time to time, Assignor shall execute and deliver to Assignee such additional instruments as Assignee deems reasonably necessary to vest Assignee with the sole ownership of exclusive worldwide rights in and to all such intangible assets.

Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in the name of Assignor or Assignee, but on behalf of and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Intellectual Property and to make endorsements and give receipts and releases for and in respect of the same and any part thereof; (b) to institute, prosecute, compromise and settle any and all actions or proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Intellectual Property; (c) to defend or compromise any or all actions or proceedings in respect of any of the Intellectual Property; and (d) to do all such acts and things in relation to the matters set forth in the preceding clauses (a) through (c) as Assignee shall deem desirable. Assignor hereby acknowledges that the appointment hereby made and the powers hereby granted are coupled with an interest and are not and shall not be revocable by it in any manner or for any reason.

This Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this Assignment by signing any such counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor, intending to be legally bound, has caused this Assignment to be executed as of April 25, 2014.

ASSIGNOR:

ROLL-TITE CORP.

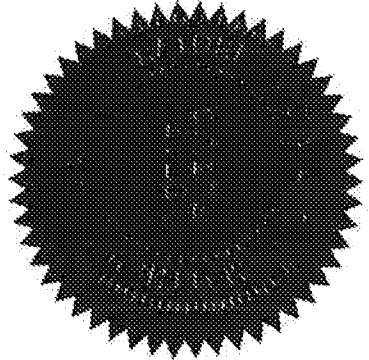
By: [Signature]
Name: DERRICK HO
Title: DIRECTOR

Province of Ontario
County of Canada) ss.

On April 25, before me, Matthew V. Liberatore Notary Public, personally appeared Derrick Ho, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

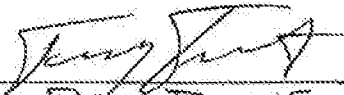
[Signature]
Notary Public



ACCEPTED this April 25, 2014.

ASSIGNEE:

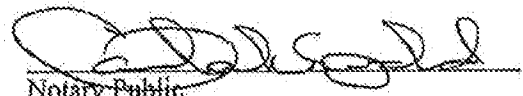
SHUR-CO CANADA ULC

By: 
Name: TERREN TENNANT
Title: PRESIDENT & CEO

State of SD)
County of Yankton) ss.

On April 25, before me, Carla K. Fitch, Notary Public, personally appeared Terry Tennant, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public
Exp 07/30/17

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS]

SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

PATENTS

[To be completed]

TRADEMARKS

[To be completed]

COPYRIGHTS

[To be completed]

DOMAIN NAMES

[To be completed]

March 24, 2014

Roll-Tite Trade-mark Matters

Trademark	Serial No.	Regn. No.	Country
MAGNUM BY ROLL-TITE & Design (*abandoned)	1,358,582		CANADA
MAGNUM BY ROLL-TITE & Design	77/387,867		U.S.A.
OUR BUSINESS IS COVERING YOURS	1,257,190	TMA671363	CANADA
OUR BUSINESS IS COVERING YOURS	78/639,057	3,365,628	U.S.A.
ROLL-TITE	849,420	TMA526610	CANADA
ROLL-TITE	78/639061	3,203,486	U.S.A.
ROLL-TITE CLASSIC	1,257,194	TMA671362	CANADA
ROLL-TITE CLASSIC	78/639,044	3,698,971	U.S.A.
ROLL-TITE MAX	1,257,195	TMA671361	CANADA
ROLL-TITE MAX	78/638,832	3,698,970	U.S.A.