

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ranpro Inc.		06/02/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Jet Equipment & Tools Ltd.		
Also Known As:	JET EQUIPMENT & TOOLS LTD./EQUIPEMENT & OUTILLAGE JET LTEE		
Street Address:	49 Schooner Street		
Internal Address:	Coquitlam		
City:	British Columbia		
State/Country:	CANADA		
Postal Code:	V3K 0B3		
Entity Type:	limited company: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4104965	FLAME-GARD	
Registration Number:	3188420	R FLAME GARD	
Registration Number:	3556140	RANPRO	
CORRESPONDENCE DATA			
Fax Number:	2484407300		
<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:	2484305771		
Email:	tmdocketing@bluefilamentlaw.com		
Correspondent Name:	Mary Margaret L. O'Donnell		
Address Line 1:	450 N. Old Woodward		
Address Line 2:	First Floor		
Address Line 4:	Birmingham, MICHIGAN 48009		
ATTORNEY DOCKET NUMBER:	55314-4001		
DOMESTIC REPRESENTATIVE			
Name:	Mary Margaret L. O'Donnell		
Address Line 1:	450 N. Old Woodward		

OP \$90.00 4104965

Address Line 2:	First Floor
Address Line 4:	Birmingham, MICHIGAN 48009
NAME OF SUBMITTER:	Mary Margaret L. O'Donnell
SIGNATURE:	/MMLO/
DATE SIGNED:	06/04/2015

Total Attachments: 25

source=Assignment to JET Equipment & Tools Ltd#page1.tif
source=Assignment to JET Equipment & Tools Ltd#page2.tif
source=Assignment to JET Equipment & Tools Ltd#page3.tif
source=Assignment to JET Equipment & Tools Ltd#page4.tif
source=Assignment to JET Equipment & Tools Ltd#page5.tif
source=Assignment to JET Equipment & Tools Ltd#page6.tif
source=Assignment to JET Equipment & Tools Ltd#page7.tif
source=Assignment to JET Equipment & Tools Ltd#page8.tif
source=Assignment to JET Equipment & Tools Ltd#page9.tif
source=Assignment to JET Equipment & Tools Ltd#page10.tif
source=Assignment to JET Equipment & Tools Ltd#page11.tif
source=Assignment to JET Equipment & Tools Ltd#page12.tif
source=Assignment to JET Equipment & Tools Ltd#page13.tif
source=Assignment to JET Equipment & Tools Ltd#page14.tif
source=Assignment to JET Equipment & Tools Ltd#page15.tif
source=Assignment to JET Equipment & Tools Ltd#page16.tif
source=Assignment to JET Equipment & Tools Ltd#page17.tif
source=Assignment to JET Equipment & Tools Ltd#page18.tif
source=Assignment to JET Equipment & Tools Ltd#page19.tif
source=Assignment to JET Equipment & Tools Ltd#page20.tif
source=Assignment to JET Equipment & Tools Ltd#page21.tif
source=Assignment to JET Equipment & Tools Ltd#page22.tif
source=Assignment to JET Equipment & Tools Ltd#page23.tif
source=Assignment to JET Equipment & Tools Ltd#page24.tif
source=Assignment to JET Equipment & Tools Ltd#page25.tif

TRADEMARK ASSIGNMENT

Whereas BDO Canada Limited (the "Receiver") was appointed as receiver of certain assets and undertakings of Ranpro Inc. ("Ranpro") by order of the Ontario Superior Court of Justice In Bankruptcy and Insolvency (the "Court") on March 10, 2015, which order was amended and expanded by further order of the Court on May 12, 2015 (see Appendix A attached hereto, being the Varied Order of the Ontario Superior Court of Justice annexed to the Order of the Ontario Superior Court of Justice dated May 12, 2015 (the "Varied Appointment Order"));

Whereas pursuant to paragraph 2 of the Varied Appointment Order the Property (as defined therein) includes all of Ranpro's right, title and interest in and to any of Ranpro's worldwide trademarks ;

Whereas the Court on May 12, 2015 granted an approval and vesting order (the "Approval and Vesting Order"), a copy of which is attached hereto as Appendix B;

Whereas the Receiver delivered the Receiver's Certificate as required by the Approval and Vesting Order on May 14, 2015, thereby vesting title to the Purchased Assets (as defined in the Approval and Vesting Order, and including all of Ranpro's right, title and interest in and to any of Ranpro's worldwide trademarks) in Jet Equipment & Tools Ltd., which is also known as JET EQUIPMENT & TOOLS LTD./EQUIPEMENT & OUTILLAGE JET LTEE;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the authority of the Varied Appointment Order and the Approval and Vesting Order, the Receiver does hereby assign, transfer and set over unto JET EQUIPMENT & TOOLS LTD./EQUIPEMENT & OUTILLAGE JET LTEE, the full post office address of whose principal office or place of business is 49 Schooner Street, Coquitlam, British Columbia Canada V3K 0B3, all of Ranpro Inc.'s right, title and interest, if any, in and to any and all of Ranpro's worldwide trademarks, including without limitation the trademarks listed in Appendix C (United States trademarks forming part of the United States Patent & Trademarks Office database), and the registrations/applications therefor, and Appendix D (Canadian trademarks forming part of the Canadian Trademarks Office database), and the registrations/applications therefor, Appendix C and D being attached hereto, with the goodwill of the business in the wares, goods and/or services associated with such trademarks, the same to be held and enjoyed by the said JET EQUIPMENT & TOOLS LTD./EQUIPEMENT & OUTILLAGE JET LTEE, as fully and completely as by this undersigned had the Assignment not been made.

...continued on next page

In witness whereof, BDO CANADA LIMITED, 25 Main Street West, Suite 805, Hamilton, Ontario, Canada L8P 1H1, in its capacity as the court-appointed receiver of certain property and assets of Ranpro Inc. (and not in its personal or corporate capacity) has hereunto executed this Assignment at Hamilton, Ontario this 2nd day of JULY, 2015.

BDO CANADA LIMITED, in its capacity as the court-appointed receiver of certain property and assets of Ranpro Inc. (and not in its personal or corporate capacity)

By: [Signature] c/s
Name: Chris Mazur
Title: Senior Vice President

ACKNOWLEDGEMENT

The undersigned, JET EQUIPMENT & TOOLS LTD./EQUIPEMENT & OUTILLAGE JET LTEE, whose full post office address or principal place of business is 49 Schooner Street, Coquitlam, B.C. V3K 0B3, hereby accepts the above Assignment.

EXECUTED at Coquitlam, B.C. this 3rd day of JULY, 2015.

Jet Equipment & Tools Ltd./Equipment & Outillage Jet Ltee

By: [Signature] c/s
Name: CHRIS BABY
Title: PRESIDENT + COO

APPENDIX A

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE *MR*)
JUSTICE *M. A. GARSON*)

TUESDAY, THE 12TH
DAY OF MAY, 2015



ROYAL BANK OF CANADA

Plaintiff

- and -

RANPRO INC.

Defendant

ORDER

THIS MOTION made by the Plaintiff for an Order transferring the within proceeding to the District of Ontario, Division of Hamilton and to vary and/or amend the receivership operated granted by the Honourable Justice Heeney on March 10, 2015 was heard this day at 80 Dundas Street, London, Ontario.

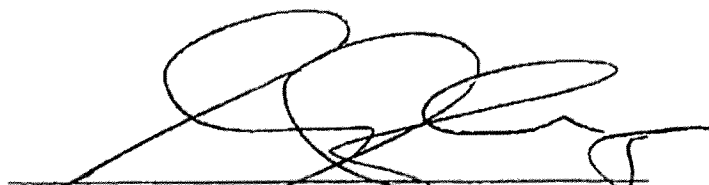
ON READING the affidavit of Doug Carmichael sworn April 17, 2015 and the Exhibits thereto, the Supplemental Affidavit of Melinda Vine sworn April 30, 2015 and the Exhibit thereto and on being advised that Business Development Bank of Canada and the Receiver consent to the within motion and on hearing the submissions of

counsel for the Plaintiff, no other party appearing although duly served as appears from the affidavits of service of Cathy Coleiro sworn April 29, 2015 and May 1, 2015,

1. **THIS COURT ORDERS** that the time for service of the Amended Notice of Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that the within proceedings are hereby transferred from the District of Ontario, Division of Hamilton to the District of Ontario, Division of London, *subject to final approval from the RST Southeast Region,*

3. **THIS COURT ORDERS** that the Order of the Honourable Justice Heeney dated March 10, 2015 is hereby varied in accordance with the Varied Order as attached to this Order as Schedule A.



Justice, Ontario Superior Court of Justice

Schedule A

Court File No. 35-1786643T

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE REGIONAL)
SENIOR JUSTICE T.HEENEY)
)

TUESDAY, THE 10TH
DAY OF MARCH, 2015

ROYAL BANK OF CANADA

Plaintiff

- and -

RANPRO INC.

Defendant

VARIED ORDER
(Appointing Receiver)

THIS MOTION made by the Plaintiff for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing BDO Canada Limited ("BDO") as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of Ranpro Inc. (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 80 Dundas Street, London, Ontario.

DOCSTOR: 17717429

TRADEMARK
REEL: 005545 FRAME: 0901

ON READING the affidavit of Doug Carmichael sworn March 3, 2015 and the Exhibits thereto and on hearing the submissions of counsel for the Plaintiff, no other party appearing although duly served as appears from the affidavit of service of Cathy Coleiro sworn March 3, 2015 and on reading the consent of BDO to act as the Receiver,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, BDO is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof and excluding real property owned by the Debtor and known municipally as 620 Ireland Road, Simcoe, Ontario (the "Property")

RECEIVER'S POWERS

3. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and

security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;

- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$250,000; and
 - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals,

ROYAL BANK OF CANADA

-- and - Ranpro Inc.

Plaintiff

Defendant

Court File No. 32-1983983
Court File No. 35-1786643T

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at London

ORDER

Harrison Pensa LLP
Barristers and Solicitors
450 Talbot Street, 1st Floor
P.O. Box 3237
London, Ontario N6A 4K3

Timothy C. Hogan
LSUC #36553S
Tel : (519) 679-9660

Solicitors for the Plaintiff
TCH/160172

APPENDIX B

ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY

THE HONOURABLE MR)
JUSTICE M. A. GARSON)

TUESDAY, THE 12TH
DAY OF MAY, 2015

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

RANPRO INC.

Defendant

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO CANADA LIMITED in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of RANPRO INC. (the "Debtor") for an order approving the sale transaction (the "Transaction") contemplated by an agreement of purchase and sale (the "Sale Agreement") between the Receiver and JET EQUIPMENT & TOOLS LTD. (the "Purchaser") dated April 20, 2015 and appended to the Report of the Receiver dated April 24, 2015 the "Report"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "Purchased Assets"), was heard this day at 80 Dundas Street, London, Ontario.

ON READING the Report and on hearing the submissions of counsel for the Receiver, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Cassandra Osborne sworn April 24, 2015 filed:

1. THIS COURT ORDERS AND DECLARES that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS AND DECLARES that the First Report and the Confidential Appendices be and are hereby approved and the actions of the Receiver described therein be and are hereby approved.
3. THIS COURT ORDERS AND DECLARES that the Confidential Appendices to the First Report including Appendix A through I be and hereby sealed until the closing of the transaction, or until further order of this Honourable Court.
4. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.
5. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "Receiver's Certificate"), all of the Debtor's right, title and interest in and to the Purchased Assets described in the Sale Agreement shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "Claims") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Regional Senior Justice Heeney dated March 10, 2015 as varied by the Order dated May 12, 2015; and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "Encumbrances") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

9. THIS COURT ORDERS that, notwithstanding:

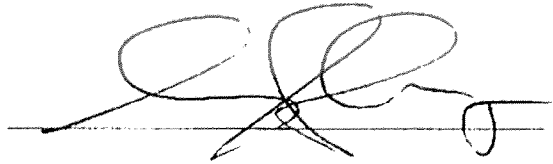
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable

transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

10. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the *Bulk Sales Act* (Ontario).

11. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in black ink, consisting of several large, overlapping loops and a long horizontal stroke extending to the right, positioned above a horizontal line.

Schedule A – Form of Receiver’s Certificate

Court File No. 35-1786643T

**ONTARIO
SUPERIOR COURT OF JUSTICE
IN BANKRUPTCY AND INSOLVENCY**

BETWEEN:

ROYAL BANK OF CANADA

Plaintiff

- and -

RANPRO INC.

Defendant

RECEIVER’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Regional Senior Justice Heeney of the Ontario Superior Court of Justice (the "Court") dated March 10, 2015 as varied by the Order dated May 12, 2015, BDO CANADA LIMITED was appointed as the receiver (the "Receiver") of the undertaking, property and assets of RANPRO INC. (the "Debtor").

B. Pursuant to an Order of the Court dated May 5, 2015, the Court approved the agreement of purchase and sale made as of April 20, 2015 (the "Sale Agreement") between the Receiver and JET EQUIPMENT & TOOLS LTD. (the "Purchaser") and provided for the vesting in the Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Purchased Assets; (ii) that the conditions to Closing as set out in the Sale Agreement have been

satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**BDO CANADA LIMITED, in its capacity as
Receiver of the undertaking, property and
assets of RANPRO INC., and not in its
personal capacity**

Per: _____
Name:
Title:

ROYAL BANK OF CANADA

Plaintiff

-and-

RANPRO INC.

Defendant

Court File No. 35-1786643T

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at LONDON

ORDER

CLARK PEDDLE
FLETT BECCARIO
Barristers & Solicitors
190 Division Street, Box 340
Welland, Ontario
L3B 5P9

Lawyers for the Defendant

Tel # (905) 732-4481

Fax # (905) 732-2020

LSUC #32002M

CP*co

Plaintiff

Defendant

Court File No. 35-1786643T

May 12, 2015

C. Peddle for BDO
 D. Rosenb lat for Purchase
 T. Hoyer for Plaintiff
 No other parties appearing
 opposing filed and
 Upon reviewing materials and further
 hearing submissions and further to
 the earlier order of Heery RST,
 dated March 10, 2015, and upon being
 satisfied that a sealing order is
 required because of the commercial
 sensitive nature of some information
 that may prejudice the stakeholders
 of the Debtor and upon being satisfied
 that the requirements under s. 243 of
 the BIA have been satisfied, order to
 approve the draft signed by me.

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at LONDON

MOTION RECORD

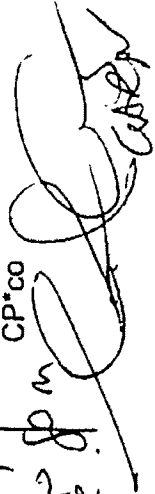
CLARK PEDDLE
FLETT BECCARIO
Barristers & Solicitors
190 Division Street, Box 340
Welland, Ontario
L3B 5P9

Lawyers for the Defendant

Tel # (905) 732-4481
Fax # (905) 732-2020

LSUC #32002M

CP*CO



APPENDIX C

Appendix C

United States trademarks forming part of the
United States Patent & Trademarks Office database

Trademark	Application number/date	Registration number/date
ACIFORT	86/190817 February 11, 2014	<i>Still in application stage</i>
THERMO +	86/301617 June 5, 2014	Abandoned
FLAME-GARD United States	85/349683 June 17, 2011	4104965 February 28, 2012
R FLAME GARD And design United States	76/087929 July 12, 2000	3188420 December 26, 2006
RANPRO United States	77/328417 November 13, 2007	3556140 January 6, 2009
R RANPRO and design United States	76/087928 July 12, 2000	2603648 August 6, 2002 - Canceled
RANPRO SELECT United States	77/432284 March 26, 2008	Abandoned
RANPRO SUNBURST United States	77/432286 March 26, 2008	Abandoned

APPENDIX D

Appendix D

Canadian trademarks forming part of the
Canadian Trademarks Office database

Trademark	Application # Application Date	Registration # and Date
AIR LOK	1621718 April 9, 2013	<i>Still in application stage</i>
AIRLOK	1679453 June 2, 2014	<i>Still in application stage</i>
AIRLOK ULTRA	1679456 June 2, 2014	<i>Still in application stage</i>
THERMO +	1679458 June 2, 2014	<i>Still in application stage</i>

90° NORTH	1228952 August 30, 2004	643877 July 8, 2005
90° NORTH DESIGN	1230418 September 7, 2004	643660 July 6, 2005
ARC-GARD	1071056 August 15, 2000	564105 June 27, 2002
CA-43	1213203 April 6, 2004	635504 March 17, 2005
CHINOOK	465936 February 24, 1981	265012 December 11, 1986
CLIPPER	447226 November 27, 1979	283228 September 16, 1983
DEFENDER	1228951 August 30, 2004	643911 July 8, 2005
DRY GEAR	741708 November 22, 1993	437415 December 23, 1994
DYNAFLOW	1447809 August 11, 2009	775366 August 24, 2010
ELEMENT FR	1251522 March 16, 2005	666484 June 23, 2006
FLAME-GARD	408045 March 7, 1977	233364 June 1, 1979
FLASH-GARD	1199488 December 12, 2003	631611 January 31, 2005
FLX	1150452 August 21, 2002	603616 March 1, 2004
HV OPTEK	1388651 March 25, 2008	747161 September 9, 2009

Appendix D, continued

Trademark	Application number/date	Registration number/date
PETRO-GARD	1071057 August 15, 2000	574285 January 23, 2003
R FLAME GARD and design	1042319 January 12, 2000	593333 October 28, 2003
R RANPRO design	1042318 January 12, 2000	550099 August 23, 2001
RAINSHIELD	462089 November 26, 1980	267050 March 5, 1982
RANGER	495496 November 29, 1982	284155 October 14, 1983
RANPRO	458998 September 19, 1980	264837 December 4, 1981
RANPRO SELECT	1388640 March 25, 2008	738908 April 28, 2009
RED SNAPPER	439968 May 23, 1979	246965 June 20, 1980
SNAPPER	1150451 August 21, 2002	603623 March 1, 2004
STATEX	1566823 March 1, 2012	852229 May 31, 2013
SUNBURST	1388637 March 25, 2008	747162 September 9, 2009
UTILI-GARD	1223505 July 8, 2004	643590 July 5, 2005

Abandoned Canadian trademarks:

Trademark	Application #	Registration #
GLOBE DESIGN	480124	277189
ICE BLAZER	773370	462526
RANCHERO	433766	251236
HIGHLINER	472245	Not registered
SLICKERS & DESIGN	512439	295062
STARFIRE	517427	Not registered
NANUK	432880	296057