

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345093

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Versacold Logistics Services Limited		01/31/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Versacold Logistics Services		
Street Address:	2115 Commissioner Street		
City:	Vancouver, BC		
State/Country:	CANADA		
Postal Code:	V5L 1A6		
Entity Type:	LIMITED PARTNERSHIP: ONTARIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1651724	FIRST IN COLD	
Registration Number:	1629480	VERSACOLD	
Registration Number:	1901944	VERSA COLD	
Registration Number:	4223615	VERSACOLD LOGISTICS SERVICES FIRST IN CO	
Registration Number:	4113403	VERSACOLD LOGISTICS SERVICES	
Serial Number:	86054045	VERSACOLD TRANSPORTATION MANAGEMENT	
Serial Number:	86054048	VERSACOLD TRANSPORTATION SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	5032202480		
<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>			
Email:	tm-pdx@stoel.com, dan.heinzkill@stoel.com		
Correspondent Name:	Anne W. Glazer		
Address Line 1:	900 SW 5TH AVE, STE 2600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	47742-1		
NAME OF SUBMITTER:	Dan Heinzkill of Stoel Rives LLP		
SIGNATURE:	/DaN/		

OP \$190.00 1651724

DATE SIGNED:	06/18/2015
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Total Attachments: 7

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CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
is made as of the 31st day of January, 2015.

BETWEEN:

VERSACOLD LOGISTICS SERVICES LIMITED, a
corporation existing under the laws of Canada (hereinafter called
the "**Assignor**")

– and –

VERSACOLD LOGISTICS SERVICES, a limited partnership
existing under the laws of the Province of Ontario (hereinafter
called the "**Assignee**")

WHEREAS the Assignor and the Assignee entered into an asset purchase agreement dated January 31, 2015 (the "**Asset Purchase Agreement**") pursuant to which, on January 31, 2015 (the "**Effective Date**"), the Assignor agreed to sell, assign and transfer to the Assignee, and the Assignee agreed to purchase from the Assignor, all of the undertakings, property and assets of every nature and kind whatsoever of the Assignor, including the intellectual property listed in Schedule "A" hereto (the "**Intellectual Property**") but excluding certain other property and assets, for the consideration and on the terms and conditions set out in the Asset Purchase Agreement;

AND WHEREAS the Assignor wishes to confirm the assignment of the Intellectual Property to the Assignee;

NOW THEREFORE, in consideration of the closing of the transactions contemplated by the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follow:

ARTICLE 1
INTERPRETATION

1.1 Headings

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only, do not form a part of this Agreement and are not to be considered in the interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an article or section refers to the specified article or section of this Agreement.

1.2 Number and Gender

In this Agreement, words importing the singular number only include the plural and vice versa, and any reference to gender includes all genders.

ARTICLE 2 CONFIRMATION OF ASSIGNMENT

2.1 Confirmation

The Assignor hereby confirms that, on the Effective Date, it sold, assigned, transferred and conveyed to the Assignee, and the Assignee purchased from the Assignor, all right, title and interest of the Assignor in, to and under the Intellectual Property together with any goodwill and reputation associated with the Intellectual Property, and any and all causes of actions including all rights of recovery for past infringements of the Intellectual Property, in accordance with the terms of the Asset Purchase Agreement, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2.2 Further Assurances

The Assignor hereby covenants and agrees in favour of the Assignee that the Assignor or its representatives will, upon request and at the expense of the Assignee, execute any further documents necessary to enable the Assignee to register its ownership of the Intellectual Property assigned hereunder.

ARTICLE 3 GENERAL

3.1 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties and, where the context so permits, their respective heirs, executors, administrators, successors and permitted assigns.

3.2 Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid provision shall be severable from the remainder of this Agreement.

3.3 Governing Law

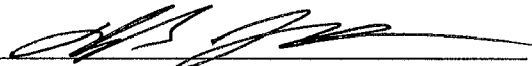
This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

3.4 Counterparts

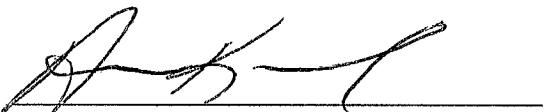
This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. The delivery of an executed counterpart copy of this Agreement by facsimile, PDF or other electronic format shall be deemed to be equivalent to the delivery of an original executed copy thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

**VERSACOLD LOGISTICS SERVICES
LIMITED**

By: 
Name: Douglas J. Harrison
Title: Director

**VERSACOLD LOGISTICS SERVICES GP
LIMITED as general partner for and on
behalf of VERSACOLD LOGISTICS
SERVICES**



By: 
Name: Anna Kennedy
Title: Director

SCHEDULE "A"
LIST OF INTELLECTUAL PROPERTY

Canadian Trade-marks

	Trade-mark	Canadian Application Number	Canadian Registration Number
1.	FIRST IN COLD	602295	TMA369185
2.	THERMAL ICON Design 	1229889	TMA696115
3.	VERSACOLD	587708	TMA353837
4.	VERSACOLD & DESIGN VersaCold	734650	TMA433513
5.	VERSACOLD DESIGN 	602198	TMA364774
6.	VERSACOLD DISTRIBUTOR SERVICES	1639760	n/a
7.	VERSACOLD GROUP	1151233	TMA597837
8.	VERSACOLD LOGISTICS SERVICES	1418470	TMA788292
9.	VERSACOLD LOGISTICS SERVICES & DESIGN VersaCold	1418476	TMA775389
10.	VERSACOLD THIRD PARTY LOGISTICS	1639761	n/a
11.	VERSACOLD TRANSPORTATION MANAGEMENT	1639762	n/a
12.	VERSACOLD TRANSPORTATION SOLUTIONS	1634935	n/a



U.S. Trade-marks

	Trade-mark	U.S. Application Number	U.S. Registration Number
1.	FIRST IN COLD	73749659	1651724
2.	VERSACOLD	73832197	1629480
3.	VERSA COLD & Design 	74517544	1901944
4.	VERSACOLD LOGISTICS SERVICES FIRST IN COLD & Design 	77621721	4223615
5.	VERSACOLD LOGISTICS SERVICES	77621747	4113403
6.	VERSACOLD TRANSPORTATION MANAGEMENT	86054045	n/a
7.	VERSACOLD TRANSPORTATION SOLUTIONS	86054048	n/a

Australia Trade-marks

	Trade-mark	Australia Application Number	Australia Registration Number
1.	VERSACOLD	1090025	1090025
2.	VERSACOLD	1095449	1095449

Argentina Trade-marks

	Trade-mark	Argentina Application Number	Argentina Registration Number
1.	VERSACOLD	2670303	2170430
2.	VERSACOLD	2670304	2170431
3.	VERSACOLD 	2670305	2170432
4.	VERSACOLD 	2670306	2170433
5.	COOL QUEEN	2835939	2300123
6.	COOL QUEEN	2835941	2307192
7.	COOL QUEEN	2835940	2308685
8.	COOL QUEEN	2758743	2406248
9.	COOL QUEEN	2758744	2406249
10.	COOL QUEEN	2758745	2406250
11.	FIRST IN COLD 	2670307	2170434
12.	FIRST IN COLD 	2670308	2170435

New Zealand Trade-marks

	Trade-mark	New Zealand Application Number	New Zealand Registration Number
1.	VERSACOLD	741242	741242
2.	VERSACOLD	752712	752712