

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vicwest Inc.		05/20/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2441050 Ontario Limited		
<b>Street Address:</b>	1296 South Service Road West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L6L 5T7		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3924509	AERWAVE	
<b>Registration Number:</b>	2860954	CENTURION	
<b>Registration Number:</b>	2564139	C-RING	
<b>Registration Number:</b>	3585312	EASYAER	
<b>Registration Number:</b>	3257076	EASYFLOW	
<b>Registration Number:</b>	4000144	EFP SERIES	
<b>Registration Number:</b>	2942279	MAGNUM-F	
<b>Registration Number:</b>	2942280	MAGNUM-G	
<b>Registration Number:</b>	3117532	MAGNUM - L	
<b>Serial Number:</b>	86069508	RAPID DEPLOYMENT CONTAINMENT	
<b>Serial Number:</b>	86068615	RDC-RING	
<b>Registration Number:</b>	3704113	ROAD-VAULT	
<b>Registration Number:</b>	2649837	SEED-STOR	
<b>Serial Number:</b>	85774125	SPEED PLATE	
<b>Serial Number:</b>	85628458	W	
<b>Registration Number:</b>	1280478	WESTEEL	
<b>Registration Number:</b>	3949725	WESTEEL AERWAVE	
<b>Registration Number:</b>	3401767	WESTEEL EASYCHECK	
<b>Registration Number:</b>	1327974	WESTEEL WIDE-CORR.	

OP \$565.00 3924509

Property Type	Number	Word Mark
Registration Number:	3724310	WESTOR
Registration Number:	3713900	WESTOR
Registration Number:	2892060	ZERO GROUND DISTURBANCE

**CORRESPONDENCE DATA**

**Fax Number:** 2025850902  
*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.*  
**Phone:** 202-481-9939  
**Email:** seurich@kilpatricktownsend.com  
**Correspondent Name:** S. Eurich/Kilpatrick Townsend  
**Address Line 1:** Two Embarcadero Center  
**Address Line 2:** Eighth Floor  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	97953-936348
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**DOMESTIC REPRESENTATIVE**

**Name:** Keith Fredlake-Kilpatrick Townsend  
**Address Line 1:** 607 14th Street, N.W.  
**Address Line 4:** Washington, D.C. 20005

<b>NAME OF SUBMITTER:</b>	Sharon D. Eurich
<b>SIGNATURE:</b>	/Sharon D. Eurich/
<b>DATE SIGNED:</b>	07/01/2015

**Total Attachments: 7**  
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## TRADE-MARK ASSIGNMENT

**WHEREAS VICWEST INC.**, a corporation organized and existing under the laws of Ontario, Canada, the full post office address of whose principal office or place of business is 1296 S. Service Road West, Oakville, Ontario, L6L 5M7, Canada ("**Assignor**") is desirous of selling, assigning and transferring to 2441050 Ontario Limited, the full post office address of whose principal office or place of business is 1296 South Service Road West, Toronto, Ontario, Canada L6L 5T7 ("**Assignee**"), all of its right, title and interest in and to the trade-mark applications and registrations listed in the attached Schedule "A" and made a part hereof, the trade-marks described therein (collectively the "**Marks**") and that portion of the business that pertains to the Marks;

**WHEREAS**, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Marks and that portion of the business that pertains to the Marks;

**AND WHEREAS** Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Marks and all goodwill associated therewith;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably sells, transfers, assigns and conveys to and unto said Assignee and Assignee accepts and acquires from Assignor all of Assignor's right, title and interest in and to the Marks, which is hereby assigned together with the goodwill associated with it and with the ongoing and existing business to which the mark pertains as well as all income, royalties, damages, and payment now or hereafter due or payable with respect thereto and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned herein, the same to be held by Assignee, as fully and effectually as it would have been held by the Assignor had this assignment and sale not taken place.

The Assignor undertakes and agrees to execute such further documents and assurances and to undertake such further acts as may reasonably be required to permit the Assignee to obtain registration of, hold and enjoy the Marks assigned hereunder and the recording of this Agreement.

The Assignor hereby requests and authorizes the relevant government entities in each jurisdiction to record this Assignment and the Assignee as the owner of the Marks, the resulting registration and any renewal thereof, as assignee of the entire right, title and interest in and to the same for the sole use and enjoyment of the Assignee (and its successors and assigns). The Assignee shall have the right to record this Assignment with all applicable governmental entities so as to record its ownership of the Marks, and all goodwill associated therewith.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Executed as a deed this 20th day of May, 2015.

VICWEST INC.

Per:

Name

Colin Osborne

Title:

President and Chief Executive Officer

**DECLARATION OF WITNESS/NOTARY**

I, Emilia Ting, Notary Public in and for Ontario, hereby declare that I was personally present and did see Colin Osborne who is President + CEO of Vicwest Inc., who is personally known to me to be the person named in the above assignment duly sign and execute the same. IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Emilia Ting  
Notary Public

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The undersigned hereby accepts this Assignment.

Executed as a deed this 20<sup>th</sup> day of MAY, 2015.

2441050 ONTARIO LIMITED

Per: 

Name:

Title:

**DECLARATION OF WITNESS/NOTARY**

I, Emily Ting, Notary Public in and for Ontario, hereby declare that I was personally present and did see Colin Osborne who is President + CEO of Vicwest Inc., who is personally known to me to be the person named in the above assignment duly sign and execute the same. IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my official seal at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

  
Notary Public for

**SCHEDULE "A"**

**Canadian Trademarks:**

Registration No.	App./Reg. No.	Trade-mark	Renewal Dates
776,011	1,439,656	AERWAVE	1-Sep-25
637,228	1,136,140	CENTURION	13-Apr-20
506,451	860,942	CIRC-AIR	13-Jan-29
520,362	882,424	C-RING	7-Dec-14
718,199	1,354,861	EASYAER	9-Jul-23
690,999	1,278,902	EASYCHECK	28-Jun-22
690,997	1,279,040	EASYCHECK DESIGN	28-Jun-22
672,807	1,266,519	EASYFLOW	18-Sep-21
790,444	1,397,429	EFP SERIES	11-Feb-26
428,378	726,166	FUEL-VAULT	3-Jun-24
Filed	1,665,345	GRAIN GAUGE	Not registered
480,815	815,146	GRAIN VAULT	18-Aug-27
522,069	881,848	MAGNUM-F	24-Jan-15
519,902	881,849	MAGNUM-G	25-Nov-14
630,273	1,164,522	MAGNUM-L	17-Jan-20
Filed	1,644,132	RAPID DEPLOYMENT CONTAINMENT	Not registered
Filed	1,643,421	RDC-RING	Not registered
TMA414,654	705,593	RECYCOIL	16-Jul-23
TMA486,658	837,024	RETRO-VAULT	10-Dec-12
535,593	882,783	ROAD-VAULT	24-Oct-15
TMDA046,324	144,886	ROSCO	14-May-24
599,755	1,103,677	SeedStor DESIGN	19-Jan-19
TMA869,470	1,600,395	SPEED PLATE	20-Jan-29
TMA483,767	829,994	STIFF-CORR	8-Oct-27
321,989	548,061	V DESIGN	19-Dec-16
493,819	814,598	VACU-VAULT	28-Apr-28
Filed	1,576,094	W DESIGN	Not registered
UCA020,271	187,324	"WESTEEL"	27-Jun-20
273,360	471,053	WESTEEL	29-Oct-27
Filed	1,595,504	WESTEEL	Not registered
776,546	1,439,658	WESTEEL AERWAVE	8-Sep-25

Registration No.	App./Reg. No.	Trade-mark	Renewal Dates
257,265	426,791	WESTEEL-ROSCO	27-Mar-26
738,779	1,371,317	WESTOR DESIGN	24-Apr-24
738,780	1,371,315	WESTOR	24-Apr-24
TMA273,569	463,772	WIDE-CORR	5-Nov-27
625,708	1,188,581	ZERO GROUND DISTURBANCE	17-Nov-19

**United States Trademarks:**

Registration No.	Serial No.	Trade-mark	Renewal Dates
3,924,509	77/763728	AERWAVE	1-Mar-21
2,860,954	76/431,902	CENTURION	6-Jul-24
2,564,139	75/744,055	C-RING	23-Apr-22
3,585,312	77/245895	EASYAER	10-Mar-19
3,257,076	78/695,551	EASYFLOW	26-Jun-17
4,000,144	77/505909	EFP SERIES	26-Jul-21
2,942,279	75/744,051	MAGNUM-F	19-Apr-15
2,942,280	75/744,054	MAGNUM-G	19-Apr-15
3,117,532	76/501,846	MAGNUM-L	18-Jul-16
Filed	86069508	RAPID DEPLOYMENT CONTAINMENT	Not registered
Filed	86068615	RDC-RING	Not registered
3,704,113	77/455217	ROAD-VAULT	3-Nov-19
2,649,837	75/744,053	SEED-STOR	12-Nov-22
Filed	85774125	SPEED PLATE	Not registered
Filed	85628458	W AND DESIGN	Not registered
1,280,478	73/374,242	WESTEEL	5-Jun-24
3,949,725	77/763765	WESTEEL AERWAVE AND DESIGN	26-Apr-21
3,401,767	78/757,460	WESTEEL EASYCHECK AND DESIGN	25-Mar-18
1,327,974	73/372,655	WESTEEL WIDE-CORR	2-Apr-15
3,724,310	77/469652	WESTOR (stylized letters)	15-Dec-19
3,713,900	77/469635	WESTOR	24-Nov-19
2,892,060	76/549,664	ZERO GROUND DISTURBANCE	5-Oct-14

**Australia Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
1521704	1521704	WESTEEL	24-Oct-22

**France Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
Filed	133993156	WESTEEL	31-Mar-33

**Germany Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
3202013002329.00	302013002329.30	WESTEEL	8-Apr-23

**India Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
Filed	2465638	WESTEEL	23-Jan-23

**Spain Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
3073474	1521704	WESTEEL	29-Apr-23

**New Zealand Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
971385	971385	WESTEEL	25-Apr-21

**Ukraine Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
Filed	m 2012 22127	WESTEEL	20-Dec-22



**Russian Federation Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
Filed	2012740996	WESTEEL	26-Nov-22

**Kazakstan Trademarks:**

Registration No.	App. No.	Trade-mark	Renewal Dates
Filed	60745	WESTEEL	19-Dec-22

6434010