

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT GROUP/BUSINESS CREDIT, INC., as agent		06/25/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SPACEMAKER LIMITED		
Street Address:	7685 BATH ROAD		
City:	MISSISSAUGA, ONTARIO		
State/Country:	CANADA		
Postal Code:	L4T 3T1		
Entity Type:	LIMITED COMPANY: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1209723	SPACEMAKER	
Registration Number:	1604497	SPACEMAKER	
Registration Number:	1944836	PRO RACK	
Registration Number:	2018743	PRO RACK DECOR	
Serial Number:	75752493	EZEE RACK	
CORRESPONDENCE DATA			
Fax Number:	3125274011		
<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:	312-840-4324		
Email:	jnicholas@taftlaw.com		
Correspondent Name:	JEFF NICHOLAS		
Address Line 1:	111 East Wacker Drive		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	ARR07-GN001		
NAME OF SUBMITTER:	Jeff Nicholas		
SIGNATURE:	/Jeff Nicholas/		
DATE SIGNED:	11/05/2015		

CH \$140.00 1209723

Total Attachments: 26

source=Doc 43 to file#page1.tif
source=Doc 43 to file#page2.tif
source=Doc 43 to file#page3.tif
source=Doc 43 to file#page4.tif
source=Doc 43 to file#page5.tif
source=Doc 43 to file#page6.tif
source=Doc 43 to file#page7.tif
source=Doc 43 to file#page8.tif
source=Doc 43 to file#page9.tif
source=Doc 43 to file#page10.tif
source=Doc 43 to file#page11.tif
source=Doc 43 to file#page12.tif
source=Doc 43 to file#page13.tif
source=Doc 43 to file#page14.tif
source=Doc 43 to file#page15.tif
source=Doc 43 to file#page16.tif
source=Doc 43 to file#page17.tif
source=Doc 43 to file#page18.tif
source=Doc 43 to file#page19.tif
source=Doc 43 to file#page20.tif
source=Doc 43 to file#page21.tif
source=Doc 43 to file#page22.tif
source=Doc 43 to file#page23.tif
source=Doc 43 to file#page24.tif
source=Doc 43 to file#page25.tif
source=Doc 43 to file#page26.tif

PAYOFF, TERMINATION AND RELEASE AGREEMENT

PAYOFF, TERMINATION AND RELEASE AGREEMENT dated as of June 25, 2010 (this "Agreement") among ARROW GROUP INDUSTRIES, INC. (the "Company"), WAYZATA OPPORTUNITIES FUND, LLC (the "Lender"), WAYZATA INVESTMENT PARTNERS LLC (in such capacity, together with its successors in such capacity, the "Agent"), and CIT GROUP/BUSINESS CREDIT, INC. (the "Collateral Agent").

W I T N E S S E T H

WHEREAS, pursuant to the Amended and Restated Financing Agreement dated as of March 29, 2005 (as amended, supplemented or modified as of the date hereof, the "Financing Agreement") among the Company, the Lender and the Agent, the Lender extended certain loans and other financing accommodations (collectively, the "Loans") to the Company;

WHEREAS, the Agent and the Collateral Agent have entered into a Collateral Services Agreement, pursuant to which the Collateral Agent is acting for and on behalf of the Agent with respect to the collateral securing of the Loans and the other obligations of the Credit Parties (as defined below) under the Financing Agreement and the other Loan Documents;

WHEREAS, the Company wishes to (i) pay in full all amounts that are due and owing under the Financing Agreement and the other Loan Documents and (ii) terminate in full the parties' obligations in and under the Financing Agreement and the other Loan Documents; and

WHEREAS, the Company, the Lender, the Agent and the Collateral Agent now wish to enter into this Agreement to (i) provide for the payment by the Company of all of its obligations under the Financing Agreement and the other Loan Documents and (ii) upon such payment, (a) release the parties from their respective obligations under the Financing Agreement and the other Loan Documents, (b) release all liens and security interests granted by the Company or the Guarantors in favor of the Collateral Agent for the benefit of the Lender and (c) release all of the Guarantors' guarantees under the Loan Documents.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided in the Financing Agreement.

Section 2. Payoff.

(a) Payoff Amount. The total aggregate unpaid balance of the Obligations is the sum of (i) principal amount *plus* (ii) accrued and unpaid interest of (if paid on June 25, 2010 (the "Payoff Date")) (such aggregate amount of

being the "Payoff Amount"). The Company shall wire transfer the Payoff Amount to the Agent in immediately available funds prior to 2:00 p.m. New York City time on the Payoff Date, pursuant to the wire instructions set forth below. If payment in full of the Payoff Amount is not received prior to 2:00 p.m. New York City time on the Payoff Date, an amount equal to _____ (representing one day of accrued interest) shall be added to the Payoff Amount per day after the Payoff Date. The time at which the Agent actually receives the Payoff Amount by wire transfer of immediately available funds is referred to herein as the "Effective Time."

(b) Lenders Fees and Expenses. Notwithstanding anything to the contrary contained herein, the Company remains obligated for its reimbursement obligations respecting any fees or expenses which are either incurred (a) after the Payoff Date or (b) on or before the Payoff Date, but with respect to which Collateral Agent has not been invoiced or otherwise been able to determine the amount of such expenses (collectively, the "Contingent Expenses"). Collateral Agent shall hold as a contingency deposit the amount of cash that Collateral Agent is presently holding for the purpose of paying for any Contingent Expenses (the "Contingency Deposit"), without interest, as security for the payment of any Contingent Expenses and shall apply the Contingency Deposit to the payment of any Contingent Expenses as the same become due and payable. On the 31st day after the Payoff Date, Agent shall return to Borrower the unused portion, if any, of the Contingency Deposit by wire transfer of immediately available funds to an account designated by Borrower prior to the 31st day after the Payoff Date.

(c) Agent's Wire Transfer Instructions. The Agent's wire transfer instructions for remittance of the Payoff Amount are:

Bank:
ABA Routing No.:
Account:
Account No.:
Reference:

(d) Waiver. The Agent and the Lender hereby waive notice of prepayment, termination or any other notice required pursuant to any of the Loan Documents in connection with the prepayment of the Obligations.

Section 3. Effective upon the receipt by Agent of the Payoff Amount and an original of this Agreement duly executed by the Company, the Company hereby releases, discharges and acquits Collateral Agent, its officers, directors, agents and employees and its and their respective successors and assigns, from all obligations to the Company (and its successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes of action, whether in law or in equity, that the Company at any time had or has, or that its successors and assigns hereafter can or may have against Collateral Agent, its officers, directors, agents or employees and its and their respective successors and assigns in connection with, arising out of, relating to or are otherwise based in whole or in part on any acts, omissions, facts, matters, transactions or

occurrences arising or existing prior to the Payoff Date and directly or indirectly relating to the Financing Agreement or any of the Loan Documents, provided, however, that the release of the Collateral Agent set forth in this Section 3 does not alter the obligations of the Collateral Agent to return any portion of the unused Contingency Deposit.

The Company specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Section 4. Acknowledgement of Payment; Release of Liens and Loan Documents. In consideration of the payment of the Payoff Amount as provided in Section 2, the Agent, the Lender and the Collateral Agent, for themselves and their successors and assigns, hereby acknowledge and agree for the benefit of the Company and the Guarantors (collectively, the “Credit Parties”) that effective as of the Effective Time, (a) the Company has paid in full the Obligations, (b) all liens, mortgages, assignments, pledges, security interests and other encumbrances of any and every nature and kind whatsoever granted to or for the benefit of the Collateral Agent, the Agent or the Lender by the Company and each of the Guarantors are hereby released, discharged and terminated, (c) all guarantees of the Obligations by the Guarantors are hereby terminated and (d) the Note and each other Loan Document (including, without limitation, each agreement listed on Schedule I hereto) are hereby terminated.

Section 5. Terminations; Deliveries.

(a) UCC-3, PPSA and Intellectual Property Termination Statements. The Agent and the Collateral Agent hereby agree that from and after the Effective Time, the Credit Parties shall be entitled to file UCC-3 termination statements, PPSA termination statements, and any release and reconveyance statements with the United States Patent and Trademark Office or Copyright Office and the Canadian Intellectual Property Office, as applicable, with respect to all filings or recordation of the security interests granted under the Loan Documents, including, without limitation, terminations of each of the financing statements identified on Schedule II hereto and releases and reconveyance of each of the filings identified on Schedule III hereto.

(b) Other Deliveries. In addition, following the Effective Time, the Agent or the Collateral Agent, as applicable, will:

- (i) deliver to the Company, the original Note, marked “paid-in-full”;
- (ii) deliver to the Company all certificates, if any, evidencing the equity interests pledged by the Credit Parties to the Collateral Agent, including the certificates listed on Schedule IV hereto;
- (iii) deliver to the Company the Demand Promissory Note, dated May 30, 2002, between Spacemaker Limited and the Company;

(iv) give notice to each insurance carrier that the Agent will no longer be listed as Mortgagee and Loss Payee with respect to the property and liability insurance policies held with respect to the collateral; and

(v) deliver a Blocked Account Termination Letter to each financial institution.

Section 6. Further Assurances. From and after the Effective Time, the Agent and the Collateral Agent hereby agree to execute and deliver to the Company (at the Company's cost and expense) each other instrument, notice, release or certificate as the Company may reasonably request to more fully effectuate the foregoing provisions of this Agreement.

Section 7. Miscellaneous.

(a) Notices. All notices, requests, demands and other communications to any party or given under this Agreement will be in writing and delivered personally, by overnight delivery or courier, by registered mail or by telecopier (with confirmation received) to the parties at the address or telecopy number specified for such parties on the signature pages hereto (or at such other address or telecopy number as may be specified by a party in writing given at least five business days prior thereto). All notices, requests, demands and other communications will be deemed delivered when actually received.

(b) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

(c) Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of California applicable to contracts executed in and to be performed entirely within such jurisdiction, without reference to conflicts of laws provisions.

(d) Entire Agreement. This Agreement contains and constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral, of the parties hereto.

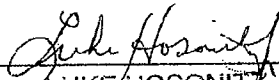
(e) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY ACTION, SUIT OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

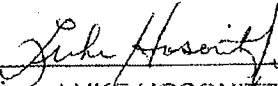
[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

Arrow Group Industries, Inc.

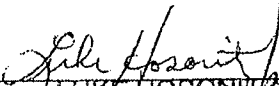
Arrow Group Industries, Inc. - Europe

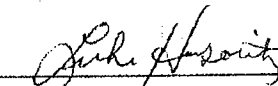
By: 
Name: LUKE HOSONITZ, JR.
Title: E.V.P. FINANCE/C.F.O.

By: 
Name: LUKE HOSONITZ, JR.
Title: E.V.P. FINANCE/C.F.O.

Arrow Holding Corporation

Spacemaker Limited

By: 
Name: LUKE HOSONITZ, JR.
Title: E.V.P. FINANCE/C.F.O.

By: 
Name: LUKE HOSONITZ, JR.
Title: E.V.P. FINANCE/C.F.O.

Signature Page to Payoff, Termination and Release Agreement

Wayzata Opportunities Fund, LLC
as Lender


Wayzata Investment Partners, LLC
as Agent

By: Patrick J. Halloran
Name: Patrick J. Halloran
Title: Authorized Signatory

By: Patrick J. Halloran
Name: Patrick J. Halloran
Title: Manager

[Signature Page to Payoff Letter]

CIT Group/Business Credit, Inc., as Collateral Agent

By: 
Name: Andrew Hays
Title: VP

[Signature Page to Payoff Letter]

RELEASED DOCUMENTS

1. Reaffirmation Agreement, dated as of March 29, 2005, by and between Arrow Holding Corporation and Wayzata Investment Partners, LLC, as agent, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
2. Holding Guaranty, dated as of May 29, 2002, by Arrow Holding Corporation as Guarantor, in favor of and for the benefit of Wayzata Investment Partners, LLC, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
3. Holding Pledge Agreement, dated as of May 29, 2002, by and between Arrow Holding Corporation and The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
4. Company Pledge Agreement, dated as of May 29, 2002, by and between Arrow Group Industries, Inc. and The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
5. Grant of Trademark Security Interest, dated as of May 29, 2002, by Arrow Group Industries, Inc. in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
6. Grant of Patent Security Interest, dated as of May 29, 2002, by Arrow Group Industries, Inc. in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
7. Grant of Copyright Security Interest, dated as of May 29, 2002, by Arrow Group Industries, Inc. in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
8. Reaffirmation Agreement, dated as of March 29, 2005, by Spacemaker Limited in favor of Wayzata Investment Partners, LLC, as agent, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
9. Canadian Security Agreement, dated as of May 29, 2002, by and between Spacemaker Limited and each Additional Grantor and The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
10. Subsidiary Guaranty, dated as of May 29, 2002, by and between Arrow Group Industries, Inc. –Europe, Spacemaker Limited and Wayzata Investment Partners, LLC, as agent, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.

11. Grant of Trademark Security Interest, dated as of May 29, 2002, by Spacemaker Limited in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
12. Grant of Patent Security Interest, dated as of May 29, 2002, by Spacemaker Limited in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
13. Grant of Copyright Security Interest, dated as of May 29, 2002, by Spacemaker Limited in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
14. Reaffirmation Agreement, dated as of March 29, 2005, by Arrow Group Industries, Inc. – Europe and Spacemaker Limited in favor of Wayzata Investment Partners, LLC, as agent, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
15. Security Agreement, dated as of May 29, 2002, by and among Arrow Group Industries, Inc. –Europe and each Additional Guarantor and The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
16. Grant of Trademark Security Interest, dated as of May 29, 2002, by Arrow Group Industries, Inc.-Europe in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
17. Grant of Patent Security Interest, dated as of May 29, 2002, by Arrow Group Industries, Inc.-Europe in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
18. Grant of Copyright Security Interest, dated as of May 29, 2002, by Arrow Group Industries, Inc.-Europe in favor of The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
19. Blocked Account Control Agreement, dated as of May 17, 2005, among Arrow Group Industries, Inc., Wayzata Investment Partners, LLC, as agent, Wells Fargo Bank, National Association, and JP Morgan Chase Bank, N.A., as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
20. Mortgage, Security Agreement, and Fixture Filing in respect of property located in the State of New Jersey, dated as of May 29, 2002, by and from Arrow Group Industries, Inc. to The CIT Group/Business Credit, Inc., as mortgagee, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.
21. Absolute Assignment of Leases and Rents in respect of property located in the State of New Jersey, dated as of May 29, 2002, by and from Arrow Group Industries, Inc. to The CIT Group/Business Credit, Inc., as secured party, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.

22. Mortgage, Security, Agreement Assignment of Rent and Leases, and Fixture Filings in respect of property located in the State of Illinois, dated as of May 29, 2002, by and from Arrow Group Industries, Inc. to The CIT Group/Business Credit, Inc., as mortgagee, as amended, restated, assigned, reaffirmed, or otherwise modified as of the date hereof.

Schedule II to
Payoff, Termination and Release

UCC and PPSA FILINGS

Debtor Name	Jurisdiction	File Number & Date
Arrow Group Industries, Inc.	Delaware, USA	21350069 05/31/2002
Arrow Group Industries, Inc.	Delaware, USA	21350176 05/31/2002
Arrow Group Industries, Inc.	Ontario, Canada	883972008 06/04/2002
Arrow Group Industries, Inc.	Clinton County, Illinois, USA	02R4855 06/02/2002
Arrow Holding Corporation	Delaware, USA	21350218 05/31/2002 21360761 (Amendment) 06/03/2002 (Amendment)
Arrow Group Industries, Inc. – Europe	Delaware, USA	21350242 05/31/2002
Spacemaker Limited	Recorder of Deeds, District of Columbia	2002064199 05/31/2002

INTELLECTUAL PROPERTY

The release and reconveyance of the intellectual property listed on Annex I hereto, the collateral assignment of which has been filed with the U.S. Patent and Trademark Office or the Copyright Office of the United States, as applicable.

Registered and Material Unregistered,
Trademarks, Patents and Copyrights

Trademarks

1. U.S. Federal Trademarks

Registered Owner	Registration No.	Trademark Description	Registration Date
Arrow Group Industries, Inc.	2,216,709	EZEE SHED	January 5, 1999
Arrow Acquisition, Inc.	1,291,825	YARDSAVER	August 8, 1984
Arrow Acquisition, Inc.	1,047,993	STORETTE	September 14, 1976
Arrow Acquisition, Inc.	1,206,943	ARROW WORLD'S LEADING MAKER OF STORAGE BUILDINGS & Design	September 7, 1982
Arrow Acquisition, Inc.	1,206,944	ARROW & Design	September 7, 1982
Arrow Acquisition, Inc.	1,206,945	ARROW	September 7, 1982

Registered Owner	Registration No.	Trademark Description	Registration Date
Spacemaker Limited	1,944,836	PRO RACK	January 2, 1996
Spacemaker Limited	1,604,497	SPACEMAKER	July 3, 1990
Spacemaker Limited	1,209,723	SPACEMAKER	September 21, 1982
Spacemaker Limited	75/752,493	EZEE RACK & DESIGN	July 16, 1999

Registered Owner	Registration No.	Trademark Description	Registration Date
Spacemaker Limited	2,018,743	PRO RACK DECOR	November 26, 1996

2. Non U.S. Trademarks

Registered Owner	Registration No.	Trademark Description	Registration Date	Country
Arrow Group Industries, Inc.	TMA 553,849	EZEE SHED	September 29, 2000	Canada
Arrow Group Industries, Inc.	TMA 611,462	PERMAPLATE & DESIGN	May 28, 2004	Canada
Arrow Group Industries, Inc.	1996 2116 VR	A ARROW & Design	March 29, 1996	Denmark
Arrow Group Industries, Inc.	95 585629	ARROW & Design	August 24, 1995	France
Arrow Group Industries, Inc.	1678307	A ARROW & Design	July 11, 1991	France
Arrow Group Industries, Inc.	39534808	ARROW & Design	April 15, 1997	Germany
Arrow Group Industries, Inc.	729927	ARROW & Design	October 16, 1997	Italy
Arrow Group Industries, Inc.	2012502	ARROW & Design	August 15, 1997	United Kingdom
Arrow Group Industries, Inc.	629279	EZEE SHED	January 21, 1999	Community Trademarks

Registered Owner	Registration No.	Trademark Description	Issue Date/Renewal Date (if applicable)	Country
Spacemaker Limited	785,055	HOBBIMATE	June 11, 1999	Italy
Spacemaker limited	292,012	HOBBIMATE	November 16, 1977 Renewed August 12, 1997	Switzerland

Registered Owner	Registration No.	Trademark Description	Issue Date/Renewal Date (if applicable)	Country
Spacemaker Limited	1,371,591	SPACEMAKER	September 22, 1986 Renewed September 11, 1996	France
Spacemaker Limited	B324,720	SPACEMAKER	December 5, 1978	Australia
Spacemaker Limited	86,056	SPACEMAKER	July 25, 1997	Austria
Spacemaker Limited	342,019	SPACEMAKER	October 29, 1976 April 29, 1996	Benelux
Spacemaker Limited	1199-1979	SPACEMAKER	May 4, 1979	Denmark
Spacemaker limited	961,149	SPACEMAKER	August 1, 1977 Renewed December 1, 1996	Germany
Spacemaker Limited	758,425	SPACEMAKER	August 31, 1998	Italy
Spacemaker Limited	841,721	SPACEMAKER	May 8, 1978 Renewed January 26, 1999	Spain
Spacemaker Limited	285,715	SPACEMAKER	September 17, 1976 Renewed August 26, 1996	Switzerland
Spacemaker Limited	1,524,057	STORETTE	December 16, 1994	United Kingdom
Spacemaker Limited	1,524,059	STORETTE	March 10, 1995	United Kingdom
Spacemaker Limited	1,508,914	STORALL	October 8, 1993	United Kingdom
Spacemaker Limited	1,509,095	STORALL	October 15, 1993	United Kingdom

3. Canadian Trademarks

Registered Owner	Registration No.	Trademark Description	Registration Date
Spacemaker Limited	TMA 278,792	FERWOOD	April 15, 1983
Spacemaker Limited	TMA 379,006	FORTRESS	January 25, 1991
Spacemaker Limited	TMA 312,210	GARAGE ORGANIZER DESIGN (Stylized)	March 14, 1986
Spacemaker Limited	TMA 203,235	GOOD-NEIGHBOR	November 15, 1974
Spacemaker Limited	TMA 240,090	HOBBIMATE	February 22, 1980
Spacemaker Limited	TMA 422,609	HOME RACK	January 28, 1994
Spacemaker Limited	TMA 439,015	PRO RACK	February 10, 1995
Spacemaker Limited	TMA 455,093	PRO RACK DÉCOR	March 8, 1996
Spacemaker Limited	TMA 199,472	SNO-CAT	May 31, 1974
Spacemaker Limited	TMA 167,690	SPACEMAKER	January 30, 1970
Spacemaker Limited	IMA 455,534	SPACEMAKER	March 15, 1996
Spacemaker Limited	TMA 246,440	SPACEMAKER & DESIGN	June 13, 1980
Spacemaker Limited	TMA 316,968	SPACEMAKER STORETTE	August 1, 1986
Spacemaker Limited	TMA 312,634	STOOL CHEST & DESIGN	March 28, 1986
Spacemaker Limited	TMA 268,393	STOW-AWAY	April 23, 1982
Spacemaker Limited	TMA 380,094	SUNSHED	February 15, 1991
Arrow Group Industries Inc.	TMA 611,462	PERMA PLATE & DESIGN	May 28, 2004
Arrow Group Industries Inc.	TMA 533,849	EZEE SHED	September 29, 2000

Spacemaker Limited licensed Fiesta Barbeques Limited to use certain of its Trademarks, listed below, in that certain Trade-Mark License Agreement dated June 4, 1997, between Spacemaker Limited and Fiesta Barbeques Limited:

Registration No.	Trademark	Country
841,722	SPACEMAKER	Spain
86,056	SPACEMAKER	Austria
B324,720	SPACEMAKER	Australia
342,019	SPACEMAKER	Benelux
285,715	SPACEMAKER	Switzerland
961,149	SPACEMAKER	Germany
1199-1979	SPACEMAKER	Denmark
841,721	SPACEMAKER	Spain
1,371,591	SPACEMAKER	France
246,440	SPACEMAKER & DESIGN	Canada
1,209,723	SPACEMAKER	United States
316,968	SPACEMAKER STORETTE	Canada
1,604,497	SPACEMAKER	United States
(94/4752)	SPACEMAKER	South Africa
479,899	SPACEMAKER	Mexico
455,534	SPACEMAKER	Canada
167,690	SPACEMAKER	Canada
339,419	SPACEMAKER	Italy

Copyrights

1. U.S. Copyrights

Copyright Registration No.	Title	Date of Issue	Registered Owner
GP118771	"3D" screen, 2 large square projections/door design	1977	Arrow Acquisition, Inc. ¹
GP118772	"3D" door screen – 4 long narrow projection/door design	1977	Arrow Acquisition, Inc.
GP118773	"3D" door screen for MW 4450 series design	1977	Arrow Acquisition, Inc.
GP118774	"3D" door screen – 3 squares on squares all projections design	1977	Arrow Acquisition, Inc.
GP118775	"3D" door screen – 3 square projections/door design	1977	Arrow Acquisition, Inc.
GP118776	"3D" door screen – 8 square recesses/door design	1977	Arrow Acquisition, Inc.
GP118777	"3D" door screen for GR series design	1977	Arrow Acquisition, Inc.
GP118778	"3D" door screen for CA series design	1977	Arrow Acquisition, Inc.
GP118779	"3D" door screen for MT series design	1977	Arrow Acquisition, Inc.
GP118780	"3D" door screen for NP series design	1977	Arrow Acquisition, Inc.
GP118781	"3D" door screen for SR series design	1977	Arrow Acquisition, Inc.
GP118782	"3D" door screen for CT series design	1977	Arrow Acquisition, Inc.

¹ The Company was formerly known as "Arrow Acquisition, Inc."

Copyright Registration No.	Title	Date of Issue	Registered Owner
GP118783	"3D" door screen for SB, SR, TC and HB series design	1977	Arrow Acquisition, Inc.
GP118784	"3D" door screen for MT scenic tropical design	1977	Arrow Acquisition, Inc.
GP118785	"3D" door screen for MT scenic planter design	1977	Arrow Acquisition, Inc.
GP118786	"3D" door screen for MT scenic bistro design	1977	Arrow Acquisition, Inc.
GP120291	"3D" door screen for MW 4470 series design	1977	Arrow Acquisition, Inc.
GP121813	"3D" door screen design	1977	Arrow Acquisition, Inc.
A37532	1969 Arrow Towner All-Steel Lawn and Patio Storage Houses	1968	Arrow Acquisition, Inc.
A37531	Arrow Introduces the New Era in Storage House Style and Construction	1968	Arrow Acquisition, Inc.
A37530	1969 Arrow Chalet All-Steel Lawn and Patio Storage Houses	1968	Arrow Acquisition, Inc.
A37528	1969 Arrow Contemporary All-Steel Lawn and Patio Storage Houses	1968	Arrow Acquisition, Inc.
A37529	1969 Arrow Rancher All-Steel Lawn and Patio Storage Houses	1968	Arrow Acquisition, Inc.
A990602	New! Suburban Lawn & Patio Storage Houses	1967	Arrow Acquisition, Inc.
A990601	Arrow All-Steel Lawn & Patio Storage Houses for 1968	1967	Arrow Acquisition, Inc.
A990604	Arrow Standard &	1967	Arrow Acquisition, Inc.

Copyright Registration No.	Title	Date of Issue	Registered Owner
	"Fashionables"		
A990603	Show Special	1967	Arrow Acquisition, Inc.

Spacemaker

2. Canadian Copyrights

Copyright Registration No.	Title	Date of Issue	Registered Owner
385024	Garden Shed – U.S. Warranty Certificate	December 20, 1988	Spacemaker Limited
385025	Garden Shed – European Guarantee Certificate	December 20, 1988	Spacemaker Limited
385026	Garden Shed – Canadian Guarantee Certificate	December 20, 1988	Spacemaker Limited

3. Canadian Industrial Designs

Industrial Design No.	Title	Date of Issue	Registered Owner
76029	Leg for a Storage Unit or the Like	March 30, 1995	Spacemaker Limited
76030	Leg for a Storage Unit or the Like	March 30, 1995	Spacemaker Limited

Patents

1. a. U.S. Patents in the name of "Arrow Group Industries, Inc."

Patent No.	Invention	Issue Date	Inventor
4,288,132	Metal Cabinet For Assembly By The User From a Knocked-Down Condition	September 8, 1981	H. Znamirovski D. Rules
6,076,328	Storage Building and Apparatus For Constructing A Storage Building	June 20, 2000	J. Wetzel, et al.
6,543,197	Snap-Panel Connection Apparatus	April 8, 2003	

1. b. U.S. Patents in the name of "Spacemaker Limited"

Patent No.	Invention	Issue Date	Inventor
D357,607	Leg for Storage Rack	April 25, 1995	F. Nilsson
D374,579	Leg for Storage Rack	April 13, 1995	F. Nilsson
5,463,966	Framework for Shelving Unit	November 7, 1995	F. Nilsson
5,553,549	Framework for Shelving Unit	September 10, 1996	F. Nilsson
4,991,364 Expired	Greenhouse Attachment	February 12, 1991	M. Minishall B. Park Etchegoyen C.
4,558,687 Expired	Stove	December 17, 1985 12/17/85	F. Nilsson
D270,755 Expired	Stove	September 27, 1983	M. Minishall B. Park Etchegoyen C.

2. U.S. Patent Applications in the name of "Arrow Group Industries, Inc."

Application No.	Invention	Filing Date	Inventor
09/926,119	Elongated Spring Clip Members for Storage Building	August 10, 2001	J. Wetzel, et al.

09/928,039	Snap-Fit Corner Connection Apparatus for a Storage Building	August 10, 2001	J. Wetzel, et al.
09/927,848	Snap-Fit Connection Apparatus	August 10, 2001	J. Wetzel, et al.

3. Australian Patents in the name of "Arrow Group Industries, Inc."

Patent Publication No.	Invention	Issue Date	Inventor
Pub. No. 242414	Elongated Spring Clip Members for Storage Buildings	Pub. 2/13/03	
Pub. No. 242413	Snap-Fit Panel Connection Apparatus	Pub. 2/13/03	
Pub. No. 242412	Snap-Fit Corner Connection Apparatus for a Storage Solution	Pub. 2/13/03	
Pub. No. 708922	Storage Building and Apparatus	Pub. 8/19/99	

4. Canadian Patents in the name of "Arrow Group Industries, Inc."

Patent Publication No.	Invention	Filing/ Publication Date	Inventor
Pub. No. 2229256	Storage Building and Apparatus for Constructing a Storage Building	February 12, 1998	S. Danhof
Pub. No. 2384534	Snap-Fit Panel Connection Apparatus	Pub. 2/10/03	
Pub. No. 2383789	Elongated Spring Clip Members for Storage Buildings	Pub. 2/10/03	
Pub. No. 2383646	Snap-Fit Corner Connection Apparatus for a Storage Building	Pub. 2/10/03	

5. Israeli Patents in the name of "Arrow Group Industries, Inc."

Patent Publication No.	Invention	Filing/ Publication Date	Inventor
124400	Storage Building and Apparatus for Constructing Storage Building	June 20, 2001	S. Danhof
Pub. No. 149692	Elongated Spring Clip Members for Storage Buildings	Pub. 11/10/02	
Pub. No. 149691	Snap-Fit Corner Connection Apparatus for a Storage Building	Pub. 11/10/02	
Pub. No. 149690	Snap-Fit Panel Connection Apparatus	Pub. 11/10/02	

6. European Patent Applications in the name of "Arrow Group Industries, Inc."

Patent Publication No.	Invention	Filing/ Publication Date	Inventor
984004184	Storage Building and Apparatus for Constructing Storage Building	February 20, 1996	S. Danhof
Pub. No. 1284329	Elongated Spring Clip Members for Storage Building	Pub. 2/19/03	
Pub. No. 1283372	Snap-Fit Corner Connection Apparatus for a Storage Building	Pub. 2/12/03	
Pub. No. 1283308	Snap-Fit-Panel Connection Apparatus	Pub. 2/12/03	

7. Canadian Patents in the name of "Spacemaker Limited"

Patent No.	Invention	Issue Date	Inventor
CA 2075320	Knock-Down Shelf Unit	Filed August 5, 1992	
CA 1265734	Utility Stool	Issued February 13, 1990	
CA 1019183	Fence with Adjustable Vertical Panels	Issued October 18, 1977	

Pub. No. 2064656	Knock-Down Shelf Unit	Published October 2, 1993	
CA 1156528	Stove	November 8, 1983	

8. Australian Patents in the name of "Spacemaker Limited"

Patent No.	Invention	Issue Date	Inventor
675218	Framework for Shelving Unit	May 20, 1997	
Pub. No. 3882193	Framework for Shelving Unit	Pub. 11/08/93	

9. European Patents in the name of "Spacemaker Limited"

Patent No.	Invention	Issue Date	Inventor
0633742	Framework for Shelving Unit	June 12, 1996	

10. Japanese Patent Applications in the name of "Spacemaker Limited"

Application No.	Invention	Filing Date	Inventor
5-516918	Framework for Shelving Unit	March 19, 1993	

11. Korean Patent in the name of "Spacemaker Limited"

Patent No.	Invention	Issue Date	Inventor
271081	Framework for Shelving Unit	August 10, 2000	

12. Mexican Patent in the name of "Spacemaker Limited"

Patent No.	Invention	Issue Date	Inventor
183679	Framework for Shelving Unit	January 8, 1997	

13. United Kingdom Patents in the name of "Spacemaker Limited"

Patent Publication No.	Invention	Publication Date	Inventor
Pub. No. 223335	Structural Member for Greenhouse	January 9, 1991	
Pub. No. 8922231	Greenhouse Attachment	November 15, 1989	

EQUITY INTERESTS

Entity Name	Owner of Shares	Number of Shares	Certificate Number
-------------	-----------------	------------------	--------------------