

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375507

| | | | |
|---|--|-----------------------|---------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the execution date previously recorded on Reel 000759 Frame 0496. Assignor(s) hereby confirms the execution date is 08/30/1984. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WOODS INC. BY: COOPERS AND LYBRAND LIMITED, APPOINTED RECEIVER FOR CITIBANK CANADA | | 08/30/1984 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | 134599 CANADA LIMITED | | |
| Street Address: | 121 King Street West | | |
| Internal Address: | Suite 2200 | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H3X8 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1307040 | WOODS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123408827 | | |
| <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: | 612-492-6842 | | |
| Email: | ip.docket@dorsey.com | | |
| Correspondent Name: | Jeffrey R. Cadwell, Dorsey & Whitney LLP | | |
| Address Line 1: | 50 South Sixth Street | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 447491-00099 | | |
| NAME OF SUBMITTER: | Jeffrey R. Cadwell | | |
| SIGNATURE: | /Jeffrey R. Cadwell/ | | |
| DATE SIGNED: | 03/03/2016 | | |

OP \$40.00 1307040

Total Attachments: 66


source=Woods Assignment#page1.tif
source=Woods Assignment#page2.tif
source=Woods Assignment#page3.tif
source=Woods Assignment#page4.tif
source=Woods Assignment#page5.tif
source=Woods Assignment#page6.tif
source=Woods Assignment#page7.tif
source=Woods Assignment#page8.tif
source=Woods Assignment#page9.tif
source=Woods Assignment#page10.tif
source=Woods Assignment#page11.tif
source=Woods Assignment#page12.tif
source=Woods Assignment#page13.tif
source=Woods Assignment#page14.tif
source=Woods Assignment#page15.tif
source=Woods Assignment#page16.tif
source=Woods Assignment#page17.tif
source=Woods Assignment#page18.tif
source=Woods Assignment#page19.tif
source=Woods Assignment#page20.tif
source=Woods Assignment#page21.tif
source=Woods Assignment#page22.tif
source=Woods Assignment#page23.tif
source=Woods Assignment#page24.tif
source=Woods Assignment#page25.tif
source=Woods Assignment#page26.tif
source=Woods Assignment#page27.tif
source=Woods Assignment#page28.tif
source=Woods Assignment#page29.tif
source=Woods Assignment#page30.tif
source=Woods Assignment#page31.tif
source=Woods Assignment#page32.tif
source=Woods Assignment#page33.tif
source=Woods Assignment#page34.tif
source=Woods Assignment#page35.tif
source=Woods Assignment#page36.tif
source=Woods Assignment#page37.tif
source=Woods Assignment#page38.tif
source=Woods Assignment#page39.tif
source=Woods Assignment#page40.tif
source=Woods Assignment#page41.tif
source=Woods Assignment#page42.tif
source=Woods Assignment#page43.tif
source=Woods Assignment#page44.tif
source=Woods Assignment#page45.tif
source=Woods Assignment#page46.tif
source=Woods Assignment#page47.tif

source=Woods Assignment#page48.tif
source=Woods Assignment#page49.tif
source=Woods Assignment#page50.tif
source=Woods Assignment#page51.tif
source=Woods Assignment#page52.tif
source=Woods Assignment#page53.tif
source=Woods Assignment#page54.tif
source=Woods Assignment#page55.tif
source=Woods Assignment#page56.tif
source=Woods Assignment#page57.tif
source=Woods Assignment#page58.tif
source=Woods Assignment#page59.tif
source=Woods Assignment#page60.tif
source=Woods Assignment#page61.tif
source=Woods Assignment#page62.tif
source=Woods Assignment#page63.tif
source=Woods Assignment#page64.tif
source=Woods Assignment#page65.tif
source=Woods Assignment#page66.tif

Also enclosed herewith are three Designation of Domestic Representative documents (one for each registration) executed by an Officer of Woods Canada Limited and our firm check in the amount of \$72.00 in payment of the recordation fee. If no check is enclosed, the Commissioner is authorized to charge any fee or additional fee due in connection herewith to Deposit Account No. 12-0555. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

LARSON AND TAYLOR


Brewster Taylor

727 - 23rd Street, South
Arlington, Virginia 22202
(703) 920-7200

October 31, 1990

TRADE-MARK

REEL 0759 FRAME 97



Consumer and
Corporate Affairs Canada

Trade Marks

Certificate of
Authenticity

Consommation
et Corporations Canada

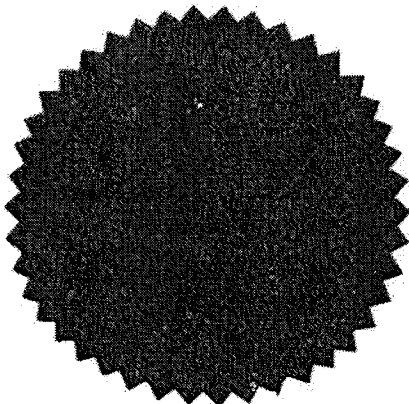
Marques de commerce

Certificat
d'authenticité

This is to certify that the annexed is a
true copy of all the documentation
for changes in title for the
trade marks listed on Schedule A
and filed under serial No. 203,596.

Les présentes certifient que le texte
ci-joint est une copie conforme de

REEL 0759 FRAME 98
TRADE-MARK



Canada

September 14, 1990

Date

Registrar of Trade Marks
Le registraire des marques de commerce

Attesting Officer
Certificateur

CCA 413 (12-84) (44)

IN THE MATTER OF Woods Inc.
and IN THE MATTER OF certain
registered Canadian trade marks
and a pending Canadian trade
mark application owned by
Woods Inc.

A F F I D A V I T

I, Gary J. Hassard, residing at 28 York Ridge Road, in the city of North York, Province of Ontario, make oath and say as follows:

1. I am a Senior Vice-President of Coopers and Lybrand Limited, a company specializing in receivership matters and as such, have knowledge of the facts hereinafter deposed.
2. Under security given pursuant to Section 178 of the Bank Act (Canada) dated the 24th day of March, 1983, (the "Security") by Woods Inc. having a full post office address at 401 Logan Avenue, Toronto, Ontario M4M 2P2 to Citibank Canada, a Canadian chartered bank having a place of business at University Place, Suite 1900, 123 Front Street W., Toronto, Ontario M5J 2M3 and under the heading "General Intangibles", intangibles including, inter alia, those trade marks, trade mark registrations and single trade mark application set forth in Exhibit "A" hereto were security for obligations of Woods Inc. concerning financing arrangements from Citibank Canada.
3. By reason of default of Woods Inc. and pursuant to the terms and conditions of the said Security Citibank Canada appointed Coopers and Lybrand Limited as its Agent under the provisions of the said Security. A copy of the said appointment is attached hereto as Exhibit "B".
4. Coopers and Lybrand Limited pursuant to the contractual terms of the said Security and by operation of law in its capacity as agents of Citibank Canada, realized upon the said Security by the sale of, inter alia, its right title and interest, if any, in those trade marks listed in Exhibit "A" hereto to 134599 Canada Limited, a corporation incorporated under the laws of Canada, having its business offices located at 401 Logan Avenue, Toronto, Ontario, M4M 2P2. A copy of the bill of sale in this regard is attached as Exhibit "C".

.../page 2

TRADE-MARK

REEL 0759 FRAME 499

REEL 0759 FRAME 01

TRADE-MARK

This is Exhibit A referred to

In affidavit of GARY J. HASSARD

Dated at Toronto, this 11th

day of September, 1986

Angellina Bianca
A Commr. etc.

Angellina Bianca, a Commissioner, etc.
Judicial District of York,
for Coopers & Lybrand Limited.
Expires November 19, 1987."

SCHEDULE A

Canadian Trade Mark Registrations

| <u>File No.</u> | <u>Trade Mark</u> | <u>Registration No.</u> |
|-----------------|----------------------------|---|
| 294-1 | ✓ 3 STAR | 188,094 . |
| 294-2 | ✓ 2 STAR | 188,093 - |
| 294-9 | ✓ CAMP KING | 126,853 - |
| 294-10 | ✓ ARCTIC | N.S. 136/34865 - |
| 294-14 | ✓ WOODS & PINE TREE DESIGN | 243,673 - |
| 294-16 | ✓ WOODS 3 STAR | N.S. 132/33775 - |
| 294-17 | ✓ WOODS 2 STAR | N.S. 132/33776 - |
| 294-19 | ✓ WOODS (TENTS, ETC.) | N.S. 138/35302 - |
| 294-21 | ✓ WOODS ROUGH RIDER | N.S. 165/42142 - |
| 294-27 | ✓ PINE-TREE DESIGN | 137,964 - |
| 294-28 | ✓ GOOSE BRAND | N.S. 136/34967 - |
| 294-29 | ✓ WOODS (WORD) | N.S. 146/37411 - |
| 294-32 | ✓ ROUGHRIDER | N.S. 55/14637 (Cancelled Feb. 16/87) |
| 294-33 | ✓ WOODS SIERRA & DESIGN | 119,870 - |
| 294-34 | ✓ DOWNLITE | 159,691 - |
| 294-45 | ✓ WOODS & DESIGN | 291,812 - |
| 294-18 | ✓ WOODS CANATITE | UCA 34006 (Added Feb. 16/87) |

TRADE-MARK

REEL 0759 FRAME 502

Canadian Trade Mark Application

294-53 ✓ ARCTIC (DESIGN)

Serial No.

520,206

EXHIBIT A

CANADIAN TRADE MARK REGISTRATIONS AND APPLICATIONS

| <u>FILE NO.</u> | <u>TRADE MARK</u> | <u>REGISTRATION NO.</u> |
|-----------------|----------------------------|-------------------------|
| 294- 1 | ✓ 3 STAR | 188,094 |
| 294- 2 | ✓ 2 STAR | 188,093 |
| 294- 9 | ✓ CAMP KING | 126,853 |
| 294-10 | ✓ ARCTIC | N.S. 136/34865 |
| 294-14 | ✓ WOODS & PINE TREE DESIGN | 243,673 |
| 294-16 | ✓ WOODS 3 STAR | N.S. 132/33775 |
| 294-17 | ✓ WOODS 2 STAR | N.S. 132/33776 |
| 294-19 | ✓ WOODS (TENTS, ETC.) | N.S. 138/35302 |
| 294-21 | ✓ WOODS ROUGH RIDER | N.S. 165/42142 |
| 294-27 | ✓ PINE-TREE DESIGN | 137,964 |
| 294-28 | ✓ GOOSE BRAND | N.S. 136/34967 |
| 294-29 | ✓ WOODS (WORD) | N.S. 146/37411 |
| 294-32 | ✓ ROUGHRIDER | N.S. 55/14637 |
| 294-33 | ✓ WOODS SIERRA & DESIGN | 119,870 |
| 294-34 | ✓ DOWNLITE | 159,691 |
| 294-45 | ✓ WOODS & DESIGN | 291,812 |

| <u>CANADIAN TRADE MARK APPLICATION</u> |
|--|
| 294-53 ✓ ARCTIC (DESIGN) |

SERIAL NO.
520,206

REEL 0759 FRANKS 03
TRADE-MARK

UNITED STATES TRADE MARK REGISTRATIONS

| <u>FILE NO.</u> | <u>TRADE MARK</u> | <u>REGISTRATION NO.</u> |
|-----------------|-------------------|-------------------------|
| 294-13 | ARCTIC | 539,254 |
| 294-41 | WOODS | 1,308,042 |
| 294-42 | WOODS & DESIGN | 1,307,040 |

AUSTRALIAN TRADE MARK REGISTRATIONS

| <u>FILE NO.</u> | <u>TRADE MARK</u> | <u>REGISTRATION NO.</u> |
|-----------------|-----------------------------|-------------------------|
| 294-3 | WOODS (Class 22) | B 288,903 |
| 294-4 | PINE TREE DESIGN (CLASS 22) | A 288,902 |
| 294-5 | WOODS (Class 20) | B 288,901 |
| 294-6 | PINE TREE DESIGN (Class 20) | A 288,900 |

REEL 0759 FRAME 04
TRADE-MARK

REEL 0759 FRAMES 05

TRADE-MARK

This is Exhibit B referred to in the affidavit
of GARY J. HASSARD

Dated at Toronto, this *11th* day of *September*, 1986

Angelina Bianca
Commissioner, etc.

"Angelina Bianca, a Commissioner, etc.
Judicial District of York,
for Coopers & Lybrand Limited.
Expires November 19, 1987."

EXHIBIT B

APPOINTMENT OF AGENT UNDER
SECTION 178 OF THE BANK ACT

TO COOPERS AND LYBRAND LIMITED

RE Woods Inc.

As part of the security for payment of the debts and liabilities of Woods Inc. (the "Debtor"), Citibank Canada (the "Bank") holds security granted by the Debtor pursuant to Section 178 of the Bank Act (Canada) and consisting of:

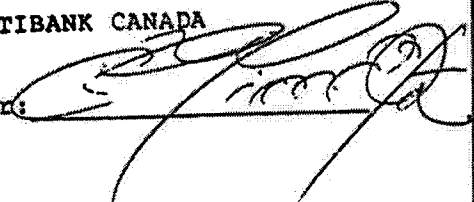
- a notice of intention to give security dated March 24, 1983;
- an application for credit dated March 24, 1983;
- an assignment dated March 24, 1983; and
- an agreement as to loans and advances dated March 24, 1983.

REEL 0759 FRAME 06
TRADE-MARK

Under the provisions of the said security, the Bank hereby appoints you Agent and instructs you to take all necessary steps to seize, protect and realize on the present and future property of the Debtor which is subject to the said security.

DATED this 29th day of MAY, 1984.

CITIBANK CANADA

Per: 

WE HEREBY ACCEPT THE
WITHIN APPOINTMENT

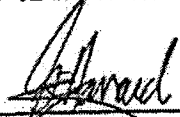
Per: 
Dated: May 29 / 1984

EXHIBIT B

TO: CITIBANK CANADA

We hereby acknowledge receipt of your demand for payment dated May 28, 1984. We hereby further acknowledge that we are unable to meet this demand and that even if given a reasonable time to meet this demand we would not be able to do so.

We hereby consent to your exercising your powers under the security you hold from us and to the appointment of a receiver and manager of all our present and future undertaking, property and assets.

DATED this 28th day of May, 1984.

WOODS INC.

By: David M. Lantry

c/s

By: [Signature]

TRADE-MARK

REEL 0759 FRAME 07

Capital
Markets
Group
Citibank Canada
University Place
Suite 1900
123 Front Street West
Toronto, Ontario
M5J 2A3

EXHIBIT B

May 28, 1984

DELIVERED BY HAND

Woods Inc.,
401 Logan Avenue
Toronto, Ontario

Attention: David Earthy, Chairman, President

Dear Sirs:

According to our records you are indebted to us in the principal amount of \$450,000.00 together with interest which as of today's date amounts to \$21,895.89 (the "Obligations").

Your Obligations are evidenced in part by a Floating Charge Debenture dated March 24th, 1983.

We hereby declare the Obligations to have become due and payable and demand payment of your Debenture together with interest thereon to the date of payment.

Payment is to be made forthwith.

Yours truly,

Citibank Canada

By: REEL 0759 FRAMES 08
TRADE-MARK

REEL 0759 FRAME 09
TRADE-MARK

This is Exhibit C referred to

in affidavit of GARY J. HASSARD

Dated at Toronto this 11th

day of September, 1986

Angellina Bianca
& Commr. etc.

"Angellina Bianca, a Commissioner, etc.
Judicial District of York,
for Coopers & Lybrand Limited.
Expires November 19, 1987."

THIS BILL OF SALE made in triplicate this 30th day
of August, 1984.

BETWEEN:

COOPERS & LYBRAND LIMITED, a corporation
incorporated under the laws of Canada,
having its business offices at 145 King
Street West, Toronto, Ontario,

(hereinafter called the "Grantor"),

OF THE FIRST PART,

- and -

134599 Canada Limited, a corporation
incorporated under the laws of Canada,
having its business offices at

(hereinafter called the "Grantee"),

OF THE SECOND PART.

WHEREAS pursuant to the security set forth in
Schedule A hereto mortgaged and assigned to Citibank Canada
(hereinafter called the "Bank") as continuing collateral security
for the payment of all loans and advances and interest thereon,
certain of its property, as more particularly described therein;

AND WHEREAS the Bank made formal demand for payment
of all the indebtedness of Woods Inc. (the "Debtor") on or
about May 28, 1984, and the Debtor defaulted in making payment
and such default has not been remedied and continues as at the
time of execution and delivery of the within Bill of Sale to
the Grantee;

AND WHEREAS the Grantor is thereby entitled to dispose
of all or any part of the security, and the Grantee has agreed
to purchase from the Grantor the property of the Debtor which is
more particularly described in Schedule "B" hereto annexed
(the "Purchased Property").

REEL 0759 FRAME 10
TRADE-MARK

NOW THEREFORE WITNESS that in consideration of the premises and the sum of TWO HUNDRED AND TWENTY THOUSAND (\$220,000) DOLLARS of lawful money of Canada now paid by the Grantee to the Grantor (the receipt whereof is hereby acknowledged) the Grantor does hereby grant, sell, convey, assign, transfer and set over unto the Grantee, its successors and assigns the Purchased Property.

TO HOLD the Purchased Property and all the right, title and interest of the Grantor therein and thereto, unto and to the use of the Grantee, its successors and assigns.

THE GRANTOR RELEASES unto the Grantee all its right, title and interest in and to the Purchased Property.

THE GRANTOR COVENANTS with the Grantee that it has the right to sell, and that it has done not act to encumber the Purchased Property, and agrees that it shall from time to time and at all times hereafter, upon every reasonable request and at the sole cost and expense of the Grantee, make, do, execute and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be necessary for more effectually assigning and assuring the Purchased Property unto the Grantee in the manner aforesaid and according to the true intent and meaning of the within Bill of Sale.

SAVE AS AFORESAID, nothing herein contained shall be construed or deemed to be a representation, warranty, guarantee or covenant, expressed or implied, on the part of the Grantor for any cause, matter or thing whatsoever.

IN WITNESS WHEREOF the Grantor has hereunto affixed its corporate seal duly attested to by its proper signing officer in that behalf as of the day and year first above written.

COOPERS & LYBRAND LIMITED

Per: _____

Witness _____

TRADE-MARK

REEL 0759 FRAME 11

SCHEDULE A

1. General Security Agreement dated March 24, 1983 and made by Woods Inc. in favour of Citibank Canada
2. General Assignment under Section 178 of the Bank Act dated March 24, 1983 and made by Woods Inc. in favour of Citibank Canada

REEL 0759 FRAMES 12

TRADE-MARK

PROVINCE OF ONTARIO
JUDICIAL DISTRICT OF
YORK

) I,
) of the
) in the Municipality of Metropolitan
) Toronto and Province of Ontario,
) MAKE OATH AND SAY THAT:

1. I was personally present and did see the within Bill of Sale executed on behalf of Coopers & Lybrand Limited ("Coopers"), one of the parties thereto, by Gary J. Hassard, a Vice President of Coopers and I did see the seal of Coopers thereto affixed.

2. I know the said Gary J. Hassard.

3. The name " " set and subscribed as witness to the execution thereof is of the proper handwriting of me, this deponent.

4. The said Bill of Sale was so executed at the City of Toronto, in the Municipality of Metropolitan Toronto on the day of August, 1984.

SWORN BEFORE ME at the
City of Toronto, in the
Province of Ontario, this
day of August, 1984.

A Commissioner, Etc.

TRADE-MARK

REEL 0759 FRAME 13

SCHEDULE "B"

The Purchased Assats

The assets to be purchased are the right, title and interest of Coopers in and to the following:

- (a) the following raw material, work in progress and finished goods inventory of Woods Inc. ;
 - (i) all such inventory located, at the date hereof, at 401 Logan Avenue, Toronto, Ontario other than the inventory listed in Schedule C hereto;
 - (ii) the inventory listed in Schedule D hereto which is located at 99 and/or 123 River Street, Ogdensburg, New York; and
 - (iii) all other such inventory not heretofor sold by Coopers to third parties other than:
 - (aa) inventory allegedly belonging to Wabasso Inc. and heretofor removed by Wabasso Inc.;
 - (bb) inventory which is the subject matter of an agreement between Maynards Industries and Coopers dated July 11, 1984;
 - (cc) inventory located at 30 Alden Road, Markham, Ontario;

TRADE-MARK

REEL 0759 FRAME 14

- (dd) goods listed in Schedule C hereto; and
- (ee) inventory which is returned by customers after the date hereof,
- (ff) inventory which is held by salesmen on consignment,

including, to the extent included in the foregoing, all prototype and salesman's samples of products, catalogues, labels, notions, steel and related tent accessories, miscellaneous fabrics, packaging material down and synthetic fill materials, waxes and all items forming the raw material and work in progress inventory in the possession of customs brokers of Woods Inc; and

- (b) the trademarks and trade names, patents, patterns and goodwill of Woods Inc., including, without limitation, the right to use the name "Woods" in exclusion to Coopers, but not in exclusion to the rights granted by Coopers to third parties to utilize the name "Woods" in connection with sales of finished goods inventory of Woods Inc.

REEL 0759 FRAME 15
TRADE-MARK

\$7,000,000 Canadian

Due: On Demand

WOODS INC.

(a corporation incorporated under
the laws of Canada)

DEBENTURE

WOODS INC. (hereinafter called the "Company"), for value received hereby acknowledges itself indebted and promises to pay to or to the order of CITIBANK CANADA (hereinafter called the "Holder") ON DEMAND the principal sum of SEVEN MILLION DOLLARS (\$7,000,000) in lawful money of Canada on presentation and surrender of this Debenture at the office of the Holder located at 1 First Canadian Place, Suite 3400, 100 King Street West, Toronto, Ontario, or at such other place as the Holder may designate in writing to the Company, and to pay interest on the principal from time to time and also on all other amounts which may become owing hereunder to the date of payment with interest on overdue interest at the same rate, at the rate and calculated in the manner as hereafter set forth in like money at the same place both before and after demand.

1. Principal Payments. All amounts secured hereby shall mature and become due and payable on demand.
2. Interest. The principal and all other amounts from time to time owing hereunder, shall bear interest at the rate of 30% per annum.
3. Security. As security for the due payment of the principal amount hereof, interest thereon and all other amounts from time to time owing hereunder or pursuant hereto, and for the performance by the Company of all its obligations to the Holder from time to time, the Company hereby:
 - (a) grants and mortgages to and in favour of the Holder those lands and premises located in the Municipality of Metropolitan Toronto more particularly described in Schedule "A" annexed hereto;

TRADE-MARK

REEL 0759 FRAME 16

- (b) charges to and in favour of the Holder, as and by way of a first fixed and specific charge to and in favour of the Holder, all of the machinery, equipment, furniture and other assets of the Company now owned or hereafter acquired including, without limitation, the assets listed in Schedule "B" annexed hereto; and

- (c) charges to and in favour of the Holder, as and by way of a floating charge to and in favour of the Holder, all of the Company's undertaking and its property and assets, real and personal, moveable or immoveable, of whatsoever nature and kind, both present and future, including, without limitation, all of the Company's Inventory, Receivables and General Intangibles and books and records related to any of the foregoing.

For the purposes of this section 3 the terms set forth below have the following meanings:

"General Intangibles" means and includes all of the Company's now owned and hereafter acquired choses in action, causes of action and all other intangible personal property of every kind and nature (other than Receivables), including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, registrations, copyrights, licences, franchises, customer lists, tax refunds, tax refund claims, rights and claims against carriers and shippers, and rights to indemnification.

"Inventory" means and includes all of the Company's now owned and hereafter acquired goods, merchandise and other personal property furnished under any contract of service or intended for sale or lease, including, without limitation, all raw materials, work in process, finished goods, returned and repossessed goods, and materials and supplies of any kind, nature or description which are used or consumed in the Company's business or are or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property and all documents of title or documents representing the same.

TRADE-MARK

REEL 0759 FRAMES 17

"Receivables" means and includes all present and future rights of the Company to payment for goods sold or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, whether or not they have been earned by performance; accounts; proceeds of any letters of credit on which the Company is named as beneficiary; contract rights; chattel paper; instruments; documents; proceeds of insurance covering the Inventory; and all such obligations whatsoever owing to the Company, together with all instruments and all documents of title representing any of the foregoing, all rights in any merchandise or goods which any of the same may represent, and all right, title, security and guarantees with respect to each of the foregoing, including, without limitation, any right of stoppage in transit.

TO HAVE AND TO HOLD the property and assets hereby charged or assigned unto the Holder, its successors and assigns, forever but subject to the terms and conditions herein set forth.

In this Debenture, the charges or assignments hereby constituted are sometimes called the "Security" and the property and assets charged or assigned or intended so to be are sometimes called the "Charged Assets".

4. Exceptions as to Leaseholds. The Security hereby created shall not extend or apply to the last day of any term of years reserved by a lease, verbal or written, or any agreement therefor, now held or hereafter acquired by the Company, but the Company shall stand possessed of any such reversion upon trust to assign and dispose thereof as the Holder may direct.

5. Use of Charged Assets. Until the Security shall have become enforceable, the Company may dispose of or deal with the Charged Assets in the ordinary course of its business, for the purpose of carrying on same and in any lawful manner not inconsistent with the provisions hereof or with the provisions of that certain General Security Agreement dated of even date herewith between the Company and the Holder (the "Security Agreement"); provided that the Company will not, without the prior written consent of the Holder create, assume or have outstanding, except to the Holder any mortgage, charge, or other encumbrance on any part of the Charged Assets.

REEL 0759 FRAME 18

TRADE-MARK

6. Protective Disbursements. If the Charged Assets are in danger of diminution or extinction or the Security may be prejudiced by reason of the Company's failing to pay any taxes, rates, government fees and dues levied, assigned or imposed upon the Company, or by reason of the Company's failing to maintain liability insurance in amounts considered satisfactory by the Holder, in its sole discretion, or insurance upon all its property and assets against such perils and in such amounts as may be usual and prudent, or for any other reason, the Holder may pay, in its sole discretion, or expend such sums as are required to remove the danger to the Charged Assets and prejudice to the Security and to maintain the Charged Assets and Security, but the Holder shall be under no obligation to do so; and all sums so paid or expended by the Holder shall be immediately payable by the Company, shall bear interest at the rate in this Debenture set forth until paid and shall be secured hereby, having the benefit of the lien hereby created in priority to the indebtedness evidenced by this Debenture. No such performance or payment shall relieve the Company from any default under this Debenture or any consequences of such default.

7. Enforcement.

7.1 If the Company shall fail to repay the principal amount, interest and other amounts owing hereunder on demand or otherwise when the same shall become due and payable in accordance herewith, the Security hereby constituted shall become enforceable.

7.2 Whenever the Security shall have become enforceable and so long as it shall remain enforceable, the Holder may proceed to realize upon the Security to enforce the Holder's rights against the Company by entry into possession; or by appointment of a receiver or receiver and manager; or by proceedings in any court of competent jurisdiction for the appointment of a trustee, liquidator, receiver or receiver and manager; or by sale of the Charged Assets or any part thereof, all as more particularly described in section 7.3 hereof; or by any other action, suit, remedy or proceeding authorized or permitted by this Debenture or at law or in equity or otherwise; and may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relative to the Company. No such remedy

TRADE-MARK

REEL 0759 FRAME 19

for the realization of the Security hereof or for the enforcement of the rights of the Holder shall be exclusive of or dependent on any other such remedy but any one or more of such remedies may from time to time be exercised independently or in combination.

7.3 If the Holder shall have determined to realize upon the Security by sale, the Holder shall have, to the extent permitted by law, the right either with or without taking possession thereof and without legal process, to sell, assign, and deliver from time to time the Charged Assets or any part thereof or an interest therein, by public auction, tender or private sale, with or without advertisement or notice of the time or place of same or any adjournment thereof, for cash or upon credit or partly for one and partly for the other, upon such terms as to payment, security and otherwise, and with or without special conditions as to upset price, reserve bid, title and other matters, as the Holder in its discretion may think fit, with power to postpone, vary or rescind any such sale or contract of sale that may have been entered into and to resell under any of the powers conferred herein; and in doing so to be accountable only for moneys actually received in cash and without being answerable for any loss occasioned by any such sale or by postponement or rescission thereof.

7.4 Appointment of Receiver. Whenever the Security hereby constituted shall have become enforceable and so long as it shall remain enforceable, the Holder may by instrument in writing appoint any person to be a receiver (which term shall include a receiver and manager) of the Charged Assets including any rents and profits thereof and may remove any receiver and appoint another in his stead, and such receiver so appointed shall have power to take possession of the Charged Assets or any part thereof, as the case may be, and to carry or concur in carrying on the business of the Company, and to sell or concur in selling any or all of the Charged Assets. The rights and powers conferred by this paragraph are in supplement of and not in substitution for any rights of the Holder. To the extent permitted by law, any such receiver shall for all purposes be deemed to be the agent of the Company and not the agent of the Holder and the Holder shall not be responsible for such receiver's action. The Holder may from time to time fix the remuneration of such receiver and direct the payment thereof out of the Charged Assets. Any such receiver may be vested with all or any of

the powers and discretions of the Holder. All moneys from time to time received by such receiver may be paid by him first, in discharge of all rents, taxes, rates, insurance premiums and outgoings affecting the Charged Assets; second, in payment of his remuneration as receiver and all fees and charges in connection therewith; third, in keeping in good standing all liens and charges on the Charged Assets having priority to the Security hereby constituted; fourth, in payment of any principal sum due and secured hereby; fifth, in payment of the interest accruing due and secured hereby; sixth, in payment of any other moneys secured hereby; and the residue of any moneys so received shall be paid to the Company. The Holder, in appointing or refraining from appointing such receiver, shall not incur any liability to the receiver, the Company or otherwise. In exercising the foregoing powers, any such receiver shall have the power to borrow and create obligations and give security, whether by way of receiver's certificate or otherwise, for any such borrowing or obligation upon all or any part of the property and assets hereby charged in priority to the security hereby constituted.

7.5 No person dealing with the Holder or its agent shall be concerned to enquire whether the Security has become enforceable, or whether the powers which the Holder or its agent is purporting to exercise have become exercisable, or whether any money remains due upon the Security of these presents, or as to the necessity or expedience of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or any other dealing by the Holder with the Charged Assets, or to see to the application of any money paid to the Holder.

7.6 The Company hereby irrevocably appoints the Holder, with full power of substitution, to be the attorney of the Company and in its name and on its behalf to execute and do any deeds, transfers, conveyances, assignments, assurances and things which the Company ought to execute and do and has not executed or done, under the covenants and provisions contained in this Debenture and generally to use the name of the Company in the exercise of all or any of the powers conferred on the Holder.

7.7 For greater certainty, in connection with the exercise by the Holder of its rights and remedies hereunder, or in

TRADE-MARK

REEL 0759 FRAME 21

connection with the exercise by a receiver of its powers if appointed hereunder, the Holder or such receiver, or both as the case may be, shall be entitled, without further authorization, to the extent permitted by law, to make use of the Company's inventions, designs, patents, patent applications, trademarks, trademark applications, tradenames, trade secrets, copyrights, licences and franchises to prepare for sale, advertise for sale and sell or otherwise dispose of the Inventory and collect the Receivables.

8. Reimbursement of Holder's Expenses. The Company agrees to pay to the Holder forthwith on demand all costs, charges and expenses, including, without limitation, legal fees on a solicitor-client basis, of or incurred by the Holder in connection with the recovery or enforcing of payment of any moneys owing hereunder whether by realization, taking possession or otherwise. All such sums, together with interest thereon at the rate specified in paragraph 2 in this Debenture set forth until paid, shall be added to the indebtedness secured by this Debenture and shall also be secured, together with all other indebtedness, hereby.

9. Waiver of Covenants. The Holder may waive any breach by the Company of any of the provisions contained in this Debenture or any failure by the Company in the observance or performance of any covenant or condition required to be observed or performed by the Company hereunder, provided that no such waiver by the Holder shall extend to or be taken in any manner to affect any subsequent breach or failure or the rights resulting therefrom.

10. Application of Insurance Proceeds. Any insurance moneys received by the Holder pursuant to this Debenture may at the option of the Holder be applied to replacing or repairing the Charged Assets or any part thereof, or be paid to the Company, or any such moneys may be applied in the sole discretion of the Holder, in whole or in part, to the repayment of the principal amount hereby secured or any part thereof whether then due or not.

11. No Merger or Novation. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liability of the Company to pay the moneys hereby secured nor shall the same operate as a merger of any covenant herein contained or affect the right of the Holder to interest at the rate herein specified, nor shall the acceptance of any payment or other security constitute or create any novation, and it is further agreed

REEL 0759 FRAME 22

TRADE-MARK

that the taking of a judgment under any covenant herein contained shall not operate as a merger of such covenant or affect the Holder's right to interest as herein provided.

12. Security in Addition. The security hereby constituted is in addition to any other security now or hereafter held by the Holder. The taking of any action or proceedings or refraining from so doing, or any other dealings with any other security for the moneys secured hereby, shall not release or affect the charges created hereby.

13. Discharge and Satisfaction. The Holder shall, at the written request and at the expense of the Company, cancel and discharge the Security and execute and deliver to the Company such deeds or other instruments as shall be requisite to discharge the Security, and to reconvey to the Company the Charged Assets, free and clear of the Security and to effect the cancellation of the registration hereof, and to release the Company from the covenants herein contained, if the Company shall have first paid or caused to be paid to the Holder all sums now or hereafter secured by this Debenture and provided the Company is under no obligation, direct or indirect, contingent or otherwise, to the Holder at the time.

14. Notice. Except as otherwise provided herein, any notice required hereunder shall be in writing, and any such notice or other written communication to be served, given or delivered may be personally served, given or delivered, or (provided postal service shall not be interrupted) mailed, or sent by telex or telegram. Any such notice or other written communication shall be deemed to have been validly served, given or delivered (i) if personally delivered, when personally delivered to a party if an individual or to an officer of the party if the party is a corporation, (ii) if sent by mail, five (5) days following deposit in the Canadian mails, with proper postage prepaid, and (iii) if sent by telex or telegram, on the date such telex or telegram is sent, addressed to the party to be notified as follows:

If to the Holder, at
Citibank Canada
1 First Canadian Place
Suite 3400
Box 34
100 King Street West
Toronto, Ontario MSX 1C3

Attention: Vice-President
Institutional Banking Group

TRADE-MARK

REEL 0759 FRAME 23

with a copy to

Stikeman, Elliott, Roberts & Bowman
Commerce Court West
Box 85
Toronto, Ontario M5L 2B9

Attention: T.C.H. Baldwin, Esq.

If to the Borrower, at

Woods Inc.
401 Logan Avenue
Toronto, Ontario

Attention: J.B. Eagles, President

with a copy to

Perry, Farley & Onyschuk
2700 Commercial Union Tower
Box 451
Toronto-Dominion Centre
Toronto, Ontario M5K 1M5

Attention: Michael Campbell, Esq.

or to such other address as each party may designate for itself by like notice. Failure to deliver any copy of a notice or other written communication to any of the Persons specified to receive copies shall not invalidate the service, giving or delivery of the notice or other written communication to the party to which it is addressed.

15. Governing Law. This Debenture shall be governed by and construed in accordance with the laws of the Province of Ontario.

16. Binding Effect. The Debenture and all its provisions shall enure to the benefit of the Holder, its successors and assigns, and shall be binding on the Company, its successors and assigns.

IN WITNESS WHEREOF, the Company has caused its corporate seal to be hereunto affixed and this Debenture to be signed by its proper officers duly authorized in that behalf as of the 24th day of March, 1983.

WOODS INC.

Per: 

President

Per: 

TRADE-MARK

REEL 0759 FRAME 24

SCHEDULE "A" TO DEBENTURE
DATED MARCH 24, 1983

401 Logan Avenue,
Toronto, Ontario

LEGAL DESCRIPTION

THE ALL AND SINGULAR those certain lands and premises situate, lying and being, in the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario, composed of Part of Lot Number 2 according to Registered Plan 568A-Y, all of Lots 1, 2, 3, 4, 5 and 6 and Part of Lots 7 and 8 according to Registered Plan 327-E more particularly described as follows:

PREMISING that the Easterly limit of Logan Avenue has a bearing of North 16 Degrees, 37 Minutes, 10 Seconds West and relating all bearings herein thereto;

COMMENCING at the point of intersection of the Easterly limit of Logan Avenue with the Southerly limit of Dickens Street, being the Northwesterly angle of Lot Number 3 according to said Plan 327-E;

THENCE South 16 Degrees, 37 Minutes, 10 Seconds East a distance 136.63 feet to a point;

THENCE South 61 Degrees, 36 Minutes, 10 Seconds East a distance of 21.22 feet to a point;

THENCE in a Northeasterly direction along the curve having a cord distance of 286.55 feet, a cord bearing of North 64 Degrees, 38 Minutes, 50 Seconds East, an arc distance of 287.60 feet to a point; said curve also being the Northerly limit of Dundas Street East as established by By-law No. 18124 of the Corporation of the City of Toronto;

THENCE North 16 Degrees, 44 Minutes, 20 Seconds West, a distance of 109.42 feet more or less to a point;

THENCE South 73 Degrees, 8 Minutes West a distance of 298.00 feet more or less to the point of commencement.

TRADE-MARK

REEL 0759 FRAME 25

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Sewing Machines
 December 1, 1982

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|--|---------------------------|------------------------------------|
| 44 | Sewing Machines complete with foot controls, electrics table, transmitters, threading spools, etc. as follows: Model 111W115, 111W155, 111W153, and 111W150, Type: Singer | \$ 27,000 - \$ 30,800 | \$ 42,300 - \$ 46,200 |
| 3 | Model 269W111, Type: Singer | 6,300 - 7,200 | 9,900 - 10,700 |
| 7 | Model 22900N, Type: Union Special | 7,900 - 9,100 | 12,500 - 13,600 |
| 6 | Model 112W118Q, 112W116, 112W115, and 112W118, Type: Singer | 2,400 - 2,700 | 3,700 - 4,000 |
| 13 | Model 212G140, 212W140, 212G104, 212G341, and 212G541, Type: Singer | 11,000 - 13,200 | 15,400 - 16,500 |
| 20 | Model 233-2, 281-3, 251-24, 291-03, 247-3, 231-2, 281-13, and 231-13, Type: Singer | 6,650 - 7,600 | 10,400 - 11,600 |
| 1 | Model 338000Q, Type: Union Special | 2,100 - 2,400 | 3,300 - 3,550 |
| 19 | Model 300W202, 300W102, 300W203, 300W102, and 300W222, Type: Singer | 21,900 - 25,000 | 36,400 - 37,600 |
| 1 | Model 51300-01, Type: Union Special | 1,600 - 1,900 | 2,600 - 2,800 |

TRADE-MARK

REEL 0759 FRAME 526

Woods Dair & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Sewing Machines
 December 1, 1982

| Quantity | | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|---|---------------------------------|---|
| 1 | Model 325, Type: Cansen | \$ 400 - \$ 500 | \$ 700 - \$ 750 |
| 3 | Model 634001A, Type: Union Special | 3,900 - 4,300 | 6,200 - 6,700 |
| 3 | Model 22017, 224-109, and 109C, Type: PFAFF | 2,300 - 2,700 | 3,700 - 4,000 |
| 1 | Model CN-260, Type: Mitsubishi | 600 - 700 | 1,000 - 1,100 |
| 1 | Model NMI160, Type: Alder | 300 - 400 | 500 - 600 |
| | | <u>\$ 94,350 - \$108,700</u> | <u>\$166,600 - \$159,500</u> |
| | Total to Schedule 1A, Rounded To: | <u>\$ 94,000 - \$109,000</u> | <u>\$167,000 - \$159,000</u> |

CAMPBELL MOSS LIMITED
 SCHEDULE B1

TRADE-MARK

REEL 0759 FRAME 27

CAMPBELL MOSS LIMITED

SCHEDULE B

Woods Bag & Canvas Company Ltd.
841 Logan Avenue
Toronto, Ontario
Machinery and Equipment (First Floor)
December 1, 1952

Fair Market
Value in
Continued
Use

Orderly
Liquidation
Value

Quantity

1

Custom-built, 800 capacity Canvas Waterproofing

Dye Machine, consisting of:

Wax heater, 10" x 4" U-shaped vat with steam
heated coils mounted on Al frame, Jacketted Wax
Storage Tank, 36" Diameter x 3' Height, 2" x 2"
feed pump, 3 H.P. motor

2 Mixing Tanks 1 - 10' Diameter x 10' Height
1 - 6' Diameter x 10' Height
insulated, complete with top mounted agitators,
lids, mounted on wood frame structure

1 Bowers pedestal mixer, adjustable head,
est. 20 H.P. motor

Two sided dye machine, consisting of canvas
tension, bridle feed rollers, brush and
vacuum attachment, 72" width capacity, complete
with blower and storage bin

2 stage waxing unit, consisting of scraper and
wax applicator, return tension bridle

Dry roller unit, 3 - roll system steam heated
worm gear drive, mounted on concrete pads, est.
30 H.P. motor

TRADE-MARK

REF. 0759 FRANKS 28

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (First Floor)
 December 1, 1952

| | Orderly Liquidation Value | Fair Market Value in Continued Use. |
|--|---------------------------------|--|
| Overhead Canvas Return, with tension roll assembly, and winder unit, flat drive and gear | \$ 0 - \$ 15,000 | undeterminable |
| Wax/Dye recycle system, consisting of 2 - heated steel storage tanks with floater mechanism, feed pump system, 1 1/2" x 1", 2 H.P. motor, complete with interconnecting piping, insulation, fittings, controls, electrics and wiring, with drives, sus- pended from I-beam structure | 300 - | 1,200 - |
| Strip Canvas Waver, consisting of U-shaped 36" length x 36" diameter, insulated, with portable mixer, 1/3 H.P. motor, strip feeder, wax applicator, 1/2 H.P. motor | 400 | 1,500 |
| 2 1/2" capacity Canvas Winder, consisting of winder unit, tension section, re-winder unit, with roller-counter unit, inspection light, overhead roller, A1 framing, flat belt drive, 10 H.P. motor, with mechanical clutch | NIL | 1,500 - 2,000 |

CAMPBELL MOSS LIMITED
 SCHEDULE B1

TRADE-MARK

REEL 0759 FRAME 29

SCHEDULE B2

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (First Floor)
 December 1, 1982

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|---|---------------------------|------------------------------------|
| 1 | CRA (Cutting Room Appliances Corp.) Model 66, S/N F3330, Size: 72" x 76" Cloth Cutting Table, fibreboard top, steel frame and legs, complete with CRA Power Cloth Spreader, 66" with edgomatic edge control, complete with spare CRA - hand mesh type cloth spreader, S/N 2413, Model 60, in fair condition | \$ 8,000 - \$ 9,000 | \$ 15,000 - \$ 16,000 |
| 3 | Eastman Blue Stress, S/Ns C36190, F477-5 and 5912-3, Size: 6", Straight Knife Cloth Cutting Machines, complete with Grinder, sharpeners and electric | 700 - 900 | 2,000 - 2,500 |
| 1 | Union Special, Model 38-200C2, S/N 38-2290-62, Sewing Machine, with 40" throat, mounted on steel base, complete with electric, drives and spool holder | 750 - 1,200 | 9,500 - 5,500 |
| 2 | Di-Acro, Model No. 6, S/Ns Du-1420 and DU-1475, Power Pipe Blender, complete with controls and electric | \$,400 - 6,000 | 7,800 - \$,400 |

TRADE-MARK

REEL 0759 FRAMES 30

SCHEDULE 33

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (First Floor)
 December 1, 1982

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|--|---------------------------|------------------------------------|
| 1 | Fiber Combing Machine, consisting of 28" x 18" length wood slat feed conveyor, channel iron frame, 2 - rotary fiber combing drums, 30" diameter x 36" length, 2 - rotary screens, 12" diameter x 36" length, Discharge conveyor, 36" width - wood slats x 36" length, Drop Chute, 10" x 30", American Blower Corp., blower and motor, complete with 2 - feed spouts, mounted on steel braces, 7.5 H.P., motor and drives | \$ 1,500 - \$ 2,000 | \$ 4,000 - \$ 5,000 |
| 1 | Overhead Monorail, consisting of Coffing electric hoist, 1/2 Ton Capacity, with 6' long I beam track | 500 - 600 | 500 - 900 |
| 1 | Toyota, Model FMC510, S/N FMC510 1007, 2,000 lb. capacity Electric Fork Lift Truck, complete with 48" forks | 3,600 - 4,200 | 5,400 - 6,000 |
| 1 | Logan, Model 4060R, S/N 488976 Sweeping Machine, end shaper with feeder, complete with electrics, motor and foot controls | 2,000 - 3,000 | 4,000 - 5,000 |
| 1 | Meal Wire Stitcher Co., Model 1C124, S/N A-7561 Wire Stitcher, complete with foot control and electrics | 1,000 - 1,100 | 1,400 - 1,500 |

TRADE-MARK

REEL 0759 FRAME 31

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (First Floor)
 December 1, 1982

CAMPBELL MOSS LIMITED
 SCHEDULE B

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|--|---------------------------|------------------------------------|
| 1 | Brown & Boggs, Model No. 11L, S/N C2377, 4" capacity, Type: Pedestal, Inclinable OBI Punch Press, with safety turret with mechanical clutch, 9 geared, 1 H.P. motor, complete with controls and electric | \$ 2,000 - \$ 2,500 | \$ 3,500 - \$ 4,500 |
| 1 | Fairbanks Morse, Model #1-3132, S/N G653797, 100 lb. capacity, Scale with Platform, 18" x 27" | 350 - | 500 - |
| 1 | Brown & Boggs, Model 13L, S/N C232, 4" capacity, OBI Punch Press with safety guard, with 1 H.P. motor, with mechanical clutch, complete with controls and electric | 4,000 - | 6,000 - |
| 4 | United Shoe Machinery Corporation, Model F, S/N's 2163, 764, 556, 2161, Ejecting Machines, with fractional horsepower motor, complete with controls and electric | 7,000 - | 10,000 - |
| | | 8,000 | 11,000 |

TRADE-MARK
 REEL 0759 FRAME 32

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (First Floor)
 December 1, 1982

CAMPBELL WOODS LIMITED
 SCHEDULE B₃

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|--|---------------------------|------------------------------------|
| 1 | Custom-built Down Feather Filling System consisting of: 1 sorting system consisting of 2 sorting bins, approximately 12" high x 12" wide x 8' long, and distributive system, custom designed, complete with travelling tables; two Toledo weigh scales, (1) automatic digital (1) over/under scale - 1 and one blower system custom designed wood box, approximately 6' long x 4' high x 3' wide | \$ 0 - \$ 0 | \$ 7,000 - \$ 8,000 |
| 1 | Gardner-Denver, Model Z-ADL-476, S/N 5207836, Air Compressor, 20 H.P. motor, tank mounted, complete with air lines, fittings, electrics and controls | 3,000 - 3,500 | 6,000 - 6,500 |
| 1 | Toledo, Model 51-1821, S/N T10097, 800 lb. capacity, Platform Scale | 600 - 700 | 800 - 900 |
| 1 | Webster Air & Equipment Limited, Model 800 I, S/N 8024982 Air Compressor, air cooled, 7-1/2 H.P. motor, tank mounted, complete with airlines, fittings, electrics and controls | 2,000 - 2,500 | 3,500 - 4,000 |

TRADE-MARK
 REEL 0759 FRAME 33

Woods Bag & Carriers Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (First Floor)
 December 1, 1982

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|--|---------------------------|------------------------------------|
| 2 | Stracatuc Ltd., S/N 158136, 157267, 1,500 lbs. capacity, Electric Powerlift Hand Truck, complete with HI-LO stacker, with 40" forks | \$ 10,000 - \$ 11,000 | \$ 14,000 - \$ 16,000 |
| 1 | Yale-Eaton, Model 38C-070-C36-S071, S/N A100498, 3,000 lb. capacity, Electric Fork Lift Truck, with hydraulic system and 40" forks | 5,500 - 6,500 | 8,500 - 9,500 |
| 1 | Eastman Prute, Model 627-F, S/N DS-C691-5, Size: 6", Straight Knife Cloth Cutting Machine, complete with grinder sharpener and electrics | 300 - 400 | 600 - 800 |
| 1 | Maimin MFG Limited, S/N 64316-F, 6" capacity Straight Knife Cloth Cutting Machine, complete with grinder sharpener and electrics | 300 - 400 | 600 - 800 |
| | | \$ 40,800 - \$ 47,200 | \$ 107,100 - \$ 129,800 |
| | | \$ 40,000 - \$ 44,000 | \$ 107,000 - \$ 126,000 |

Total to Schedule 1A, Revisited To:

TRADE-MARK

REEL 0759 FRAMES 34

Woods Bag & Canvas Company Ltd.
 901 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (Second Floor)
 December 1, 1982

| Quantity | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|---------------------------|------------------------------------|
| 1 | \$ 1,000 - \$ 1,200 | \$ 1,700 - \$ 2,000 |
| 3 | 6,000 - 7,500 | 10,000 - 11,000 |
| 1 | 2,500 - 3,000 | 4,000 - 4,500 |

ARM Model 122666, S/N 3372, 33" capacity, Winder and Back Packer, with pneumatic punch, winding blade, complete with controls and electrics

Parmenter & Dulloch MFG Co. Ltd., S/N's 3-9L4, 669 and 1312, Type: Pedestal, Rivet & Grommet Machine, complete with foot controls, 1 - Model - 31, 2 - Model - 24

Ureca Mill Speciality Machinery Co. Inc., S/N 33C 684, Size: 60", Cloth Slitter, steel frame base

A) Packaging Handling System consisting of:
 inclined roller belt conveyor, 28" x 4ft
 long rubber belt 24" steel frame, with steel side extension, 8" horizontal roller belt conveyor, 28" x 4ft raised steel frame, with gear motor drive, with spare tracking

TRADE-MARK

REEL 0759 FRAME 35

Woods Bag & Canvas Company Ltd.
 #01 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (Second Floor)
 December 1, 1982

CAMPBELL COS. LIMITED
 SCHEDULE B1

| Quantity | Orderly Liquidation Value | Fair Market Value in Continued Use |
|---|---------------------------|------------------------------------|
| B) Package Handling System consisting of: | | |
| Miscellaneous gravity roller conveyor, 20" x 45', raised steel frame, 1 portable slider belt conveyor, 22" x 18', with rubber belt, 18" steel frame motor and gear reducer, with spare tracking | \$ 350 - \$ 600 | \$ 1,900 - \$ 2,300 |
| Universal Button Co., Model H6, S/N #641588, Button Fastener, with Grommet Feeder, complete with foot controls and electric | 1,700 - 2,000 | 2,500 - 3,000 |
| United Shoe Machine Co., Model 1767, S/N EMF-206A, Eyeletting punch press desk top with table | 1,700 - 2,000 | 2,500 - 3,000 |
| Kensol Model K25T, S/N T16433, Label Making Machine, complete with controls and electric | 1,500 - 1,800 | 2,500 - 3,000 |
| Ultra Mill Speciality Machinery Co., Inc., Size: 60", Cloth Sitter, complete with hand controls and electric | 2,500 - 3,000 | 4,000 - 5,000 |

TRADE-MARK

REEL 0759 FRAMES 36

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (Second Floor)
 December 1, 1982

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|---|---------------------------------|---|
| 1 | United Shoe Machinery Company of Canada Limited Model A, S/N C894, Size: 21" x 39" Clicking Machine, complete with electric | \$ 900 - \$ 1,100 | \$ 1,900 - \$ 2,100 |
| 1 | Model 60, S/N E1631, Size: 72" x 76", Type: Electric, Cloth Cutting Table, with fibreboard top, steel frame and legs, complete with CRA electromatic spreader, 60", by Apex Cutting Appliances Inc. | 6,500 - 8,000 | 13,000 - 14,000 |
| 1 | Model 48, S/N 1722, Size: 60" x 36", Cloth Cutting Table, with fibreboard top, complete with steel frame and legs, and 1 "Stein" hand cloth spreader, 48", by Apex Cutting Appliances Inc. | 1,500 - 1,700 | 3,500 - 3,700 |
| 1 | CRA, Model 60, S/N's F3077 and 2604, 72" x 163" capacity, Type: Electric, cloth cutting table, with fibreboard top, steel frame and legs, complete with 1 CRA hand cloth spreader, 60", 1 CRA Power cloth spreader, 60" | 8,000 - 9,000 | 17,000 - 18,000 |

TRADE-MARK

REEL 0759 FRAMES 37

CANPELL MOSS LIMITED
 SCHEDULE B2

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (Second Floor)
 December 1, 1982

| Quantity | Description | Orderly Liquidation Value | Fair Market Value in Continued Use |
|----------|--|---------------------------|------------------------------------|
| 3 | Maimin Mfg. Limited, S/N's #3K1423, #3K1415 and #3K1456, Size: 6", Straight Knife Cloth Cutting Machines, complete with grinder, sharpener and electric | \$ 700 - \$ 900 | \$ 2,000 - \$ 2,500 |
| 1 | Size: 62" x 64", Cloth Cutting Table, with fibreboard top, steel frame and legs, complete with automatic cloth spreader, Model 60, S/N H12386 | 6,500 - 8,000 | 12,000 - 13,000 |
| 2 | Yale & Towne Mfg. Co. Overhead Monorails, with hand chain hoist, 1 Ton capacity, complete with 12' I-beam track | 400 - 600 | 1,200 - 1,400 |
| 2 | Morris Overhead Monorail, with electric chain hoist, 1/2 Ton capacity, complete with 12' long I-beam track | 350 - 450 | 1,000 - 1,200 |
| 3 | Kaybe Manufacturing Co., Model 18A, S/N's 11361170, 721141 and 9361213, Quilting Machines, with quilt followers, tables, electrics, controls, etc. manual load operation | 40,000 - 45,000 | 60,000 - 65,000 |

CAMPBELL MOSS LIMITED
 SCHEDULE B3

TRADE-MARK

KML 0759 FRMS 38

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Machinery and Equipment (Second Floor)
 December 1, 1982

| | Orderly Liquidation Value | Fair Market Value in Continued Use |
|--|---------------------------------|---|
| 2 Gits. Model F0463, Size: 34" x 9", Type: Automatic Quilt Felt Loading Machines, with loading machine, 34", and table | \$ 26,000 - \$ 32,000 | \$ 38,000 - \$ 42,000 |
| 4 ADM Industries, Model 3AT, 102/67, 1AT, 72739, S/N's 2773, 32872, blank and 32772, Size: 160". Quilting Machines, with table followers, track and 1 quilt preparation table, 9' x 67", steel top with posi- tioners and clamps | 54,000 - 66,000 | 78,000 - 84,000 |
| 1 Trimmaster Corporation, Model #870, S/N 443, Strip Cutter and Safety Cover, complete with bench, fractional 1/2 H.P. and electric | 2,000 - 2,500 | 3,500 - 4,500 |
| 1 Union Special, Model 38-209CZ, S/N 38-2240-13, Sewing Machine, 40" throat, mounted steel base, electric, drives and spool holders | 900 - 1,200 | 4,500 - 5,000 |
| | <u>\$165,000 - \$177,530</u> | <u>\$264,700 - \$299,200</u> |
| | <u>\$165,000</u> | <u>\$265,000 - \$299,000</u> |

Total to Schedule 1A, Revalued To:

TRADE-MARK

REEL 0759 TRADE-MARK 39

Woods Bag & Canvas Company Ltd.
 401 Logan Avenue
 Toronto, Ontario
 Minor Assets (First Floor)
 December 1, 1982

| | |
|---|-----------------------|
| Fair Market Value in Continued Use | \$ 33,000 - \$ 34,000 |
| Orderly Liquidation Value | \$ 22,000 - \$ 23,000 |

Quantity
 Minor Assets Found on 1st Floor Consisting Of:
 Metal racking, containers, push carts, skiffs, work
 tables, sewing table extensions, desks, chairs,
 sewing machine heads (some of which are used for
 spare parts), metal shipping platform, dock
 skitters, time clocks, fire extinguishers, etc.

Total to Schedule 1A, Rounded To:

TRADE-MARK
 REEL 0759 FRAMES 40

Woods Bag & Canvas Company Ltd.
401 Logan Avenue
Toronto, Ontario
Minor Assets (Second Floor)
December 1, 1982

| | | | | |
|--|---|---------------------------------|-----------------------|-----------------------|
| | Fair Market Value in Continued Use | Orderly Liquidation Value | \$ 43,000 - \$ 44,000 | \$ 78,000 - \$ 79,000 |
|--|---|---------------------------------|-----------------------|-----------------------|

Quantity

Minor Assets Found on Second Floor Consisting Of:

Stencil machines, containers, push carts,
metal cages, skids, work tables, sewing table
extensions, desks, chairs, sewing machine heads
(some of which are used for spare parts), plastic
sealing machine, slitters, miscellaneous cutting
tables, time clocks, fire extinguishers, etc.

Total to Schedule 1A, Rounded To:

TRADE-MARK

REEL 0759 FRAME 11

Woods Bag & Canvas Company Ltd.
401 Logan Avenue
Toronto, Ontario
Office Furniture and Fixtures
Entire Location
December 1, 1982

| Quantity | Orderly Liquidation Value | Fair Market Value in Continental Use |
|--|---------------------------------|---|
| Office Furniture and Equipment Consisting Of: Desks, chairs, calculators, filing cabinets, typewriters, racking, overhead projector, fridge, Monroe bursting machine, photocopiers, partitions, etc. | \$ 47,000 - \$ 48,000 | \$ 71,000 - \$ 72,000 |

Total to Schedule 1A, Rounded To:

TRADE-MARK

REEL 0759 FRAMES 42

Woods Bag & Canvas Company Ltd.
401 Logan Avenue
Toronto, Ontario
Power Feed Wiring
Entire Location
December 1, 1982

Fair Market
Value in
Continued
Use

Orderly
Liquidation
Value

\$ 35,000 - \$ 40,000

NIL

Quantity

Power Feed Wiring, Consisting Of:

Breaker switches, safety switches, capacitors,
junction boxes, splitter boxes, transformers,
distribution panels, ducting, conduit and
wiring utilized to transmit energy for manu-
facturing purposes

Total to Schedule 1A, Rounded To:

TRADE-MARK

REEL 0759 FRAMES 43

Woods Bag & Canvas Company Ltd.
 30 Alden Road, Markham
 Summary of Values
 December 1, 1982

| Designated Assets | Schedule No. | Orderly Liquidation (000's) | Fair Market Value In-Continued Use (000's) |
|---|--------------|-----------------------------|--|
| Machinery and Equipment | 9 | \$ 16 - \$ 19 | \$ 27 - \$ 30 |
| Minor Assets including Furniture and Fixtures | 10 | <u>53</u> - <u>60</u> | <u>70</u> - <u>73</u> |
| Total to Schedule 1 | | <u>\$ 74</u> - <u>\$ 79</u> | <u>\$ 97</u> - <u>\$102</u> |

REEL 0759 FRAME 44
 TRADE-MARK

SCHEDULE B

Woods Bag & Canvas Company Ltd.
 30 Alden Road
 Markham, Ontario
 Machinery and Equipment
 December 1, 1982

| | Orderly Liquidation Value | Fair Market Value in Continued Use |
|---|---------------------------------|---|
| 1 Nyk Limited, Model FNRL7, S/N V106039, 1,200 kg. capacity, Type: S22-500, Electric Fork Lift Truck, with 40" forks | \$ 4,500 - \$ 5,500 | \$ 7,500 - \$ 8,500 |
| 2 Nyk Limited, Model FNRAW 12, S/N's 12170562 and 12170563, 850 kg. capacity, Type: VC 22C-500M2 Electric Fork Lift Truck, with 40" forks | 7,500 - 9,000 | 13,000 - 15,000 |
| 1 R.T. Pallet Co., Model NTL 2000, S/N 75800, 750 kg. capacity, Electric Pallet Truck, with 40" forks | 4,500 - 5,000 | 6,500 - 7,000 |
| | \$ 16,500 - \$ 19,500 | \$ 27,000 - \$ 30,500 |
| | \$ 16,000 - \$ 19,000 | \$ 27,000 - \$ 30,000 |

Total to Schedule B, Rounded To:

TRADE-MARK

REEL 0759 FRAMES 45

SCHEDULE B

RECORDED
PATENT AND TRADEMARK
OFFICE

OCT 31 1990

Woods Dag & Canvas Company Ltd.
30 Alden Road
Markham, Ontario
Minor Assets
(Including Furniture and Fixtures)
December 1, 1982

| | |
|--|---|
| | Fair Market Value in Continued Use |
| | \$ 70,000 - \$ 72,000 |
| | \$ 58,000 - \$ 60,000 |

Orderly
Liquidation
Value

Quantity

Minor Assets Found at Markham Warehouse Consisting Of:

Deck loaders, hand carts, steel cages, dust
cleaning machine, scales, floor scales, battery
chargers, racking, desks, chairs, calculators,
photocopy machine, etc.

Total to Schedule 1D, Rounded To:

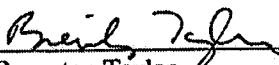
TRADE-MARK

REEL 0759 FRAME 46

Also enclosed herewith are three Designation of Domestic Representative documents (one for each registration) executed by an Officer of Woods Canada Limited and our firm check in the amount of \$72.00 in payment of the recordation fee. If no check is enclosed, the Commissioner is authorized to charge any fee or additional fee due in connection herewith to Deposit Account No. 12-0555. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

LARSON AND TAYLOR


Brewster Taylor

727 - 23rd Street, South
Arlington, Virginia 22202
(703) 920-7200

October 31, 1990

REEL 0759 FRAME 548
TRADE-MARK



Consumer and
Corporate Affairs Canada

Trade Marks

Certificate of
Authenticity

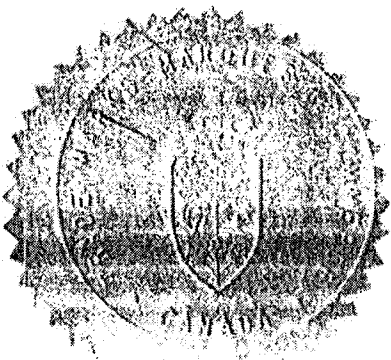
Consommation
et Corporations Canada

Marques de commerce

Certificat
d'authenticité

This is to certify that the annexed is a
true copy of all the documentation
for changes in title for the
trade marks listed on Schedule A
and filed under serial No. 203,596.

Les présentes certifient que le texte
ci-joint est une copie conforme de



Canada

September 14, 1990

Date

Registrar of Trade Marks
Le registraire des marques de commerce

Attesting Officer
Certificateur

CCA 413 (12-84) (44)

TRADE-MARK

REEL 0759 FRAME 49

CANADA
Province of Ontario
To Wit

To all whom these Presents
may come, be seen or known

I, MICHAEL JOSEPH CAMPBELL

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing
at the City of Toronto, in the Municipality of Metropolitan Toronto,
in said Province,

Do Certify and Attest that the paper-writing hereto annexed is a true copy of a document produced
and shown to me ~~by~~

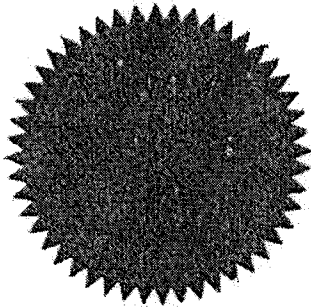
and purporting to be A CERTIFIED COPY OF THE CERTIFICATE OF AMENDMENT
OF WOODS BAG & CANVAS (1984) LIMITED, WHICH ARTICLES
OF AMENDMENT WERE EFFECTIVE SEPTEMBER, 10, 1984

REEL 0759 FRAME 50
TRADE-MARK

dated the 26th day of SEPTEMBER 1984,
the said copy having been compared by me with the said original document, an act whereof being
requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion
shall or may require.

In Testimony Whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at

this 3RD day of OCTOBER 1984 .



Michael J. Campbell
Michael J. Campbell

A Notary Public in and for the Province of Ontario.



Consumer and
Corporate Affairs Canada

Canada Business
Corporations Act

Consommation
et Corporations Canada

Loi sur les sociétés
commerciales canadiennes

I HEREBY CERTIFY THAT THE ATTACHED
IS A TRUE COPY OF THE DOCUMENT
MAINTAINED IN THE RECORDS OF THE
DIRECTOR.

JE CERTIFIE, PAR LES PRÉSENTES,
QUE LE DOCUMENT CI-JOINT EST UNE
COPIE EXACTE D'UN DOCUMENT
CONTENU DANS LES LIVRES TENUS
PAR LE DIRECTEUR.

DEPUTY DIRECTOR / SOUS-DIRECTEUR

DATE 26/09/84

Canada

REEL 0759 FRAME 51
TRADE-MARK



Certificate of Amendment

**Canada Business
Corporations Act**

Certificat de modification

**Loi sur les sociétés
commerciales canadiennes**

WOODS BAG & CANVAS (1984) LIMITED

Name of corporation - Dénomination de la société

174353-8

Number - Numéro

I hereby certify that the Articles of the above-mentioned Corporation were amended

Je certifie par les présentes que les statuts de la société mentionnée ci-haut ont été modifiés

(a) under Section 13 of the Canada Business Corporations Act in accordance with the attached notice;

(a) en vertu de l'article 13 de la Loi sur les sociétés commerciales canadiennes conformément à l'avis ci-joint;

(b) under Section 27 of the Canada Business Corporations Act as set out in the attached Articles of Amendment designating a series of shares.

(b) en vertu de l'article 27 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

(c) under Section 171 of the Canada Business Corporations Act as set out in the attached Articles of Amendment;

(c) en vertu de l'article 171 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses modificatrices ci-jointes;

(d) under Section 185 of the Canada Business Corporations Act as set out in the attached Articles of Reorganization

(d) en vertu de l'article 185 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses de réorganisation ci-jointes;

(e) under Section 185.1 of the Canada Business Corporations Act as set out in the attached Articles of Arrangement.

(e) en vertu de l'article 185.1 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses d'arrangement ci-jointes.

Director - Directeur

September 10, 1984

Date of Amendment - Date de la modification

TRADE-MARK

REEL 0759 FRAME 52

TRADEMARK

REEL: 005745 FRAME: 0600

CANADA BUSINESS
CORPORATIONS ACT



LOI SUR LES CORPORATIONS
COMMERCIALES CANADIENNES

FORM 4

FORMULE 4

ARTICLES OF AMENDMENT
(SECTION 27 C.R. 171)

STATUTS DE MODIFICATION
(ARTICLE 27 OU 171)

1 - Corporation - Nom de la corporation

2 - Corporation No. - No de la corporation

134599 CANADA LIMITED

134599

134353-8

The articles of the above-named corporations are amended
as follows:

Les statuts de la corporation ci-haut mentionnée sont
modifiés de la façon suivante.

- Paragraph 1 of the Articles of the Corporation be amended to change the name of the Corporation to WOODS BAG & CANVAS (1984) LIMITED;

REEL 0759 FRAMES 53
TRADE-MARK

RECORDED
PATENT AND TRADEMARK
OFFICE

OCT 31 1990

| | | |
|--------------------------------|---|---|
| September 6 th 1984 | Signature <i>Michael J. Campbell</i> | Description of Office - Description du poste Secretary |
| DEPARTMENTAL USE ONLY | | ALL USAGE DU MINISTÈRE SEULEMENT |
| Date - Date | | SEP 13 1984 |

7200-103
518D



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Copy - Original Certification with document I

In re registration of)
)
 WOODS CANADA LIMITED)
)
 Registration No. 539,254)
 Issued: March 13, 1951)
 Mark: ARCTIC)
)
 Registration No. 1,307,040)
 Issued: November 27, 1984)
 Mark: WOODS, Plus Design)
)
 Registration No. 1,308,042)
 Issued: December 4, 1984)
 Mark: WOODS)

Attention:
Assignment Division

RECEIVED
ASSIGNMENT DIVISION
NOV 27 1984

LETTER

To The Commissioner of Patents and Trademarks
Washington, D. C. 20231

S I R:

Enclosed herewith for recordation against the above-identified registrations is an officially certified copy of documentation for changes in title of the above-identified marks, which can be summarized as follows:

- (1) Documents evidencing transfer of the marks from Woods, Inc. through a Canadian Bank to Canada Limited;
- (2) certified copy of an amendment changing name of Canada Limited to Woods Bag and Canvas (1984) Limited;
- (3) amendment changing name of Woods Bag and Canvas (1984) Limited to Woods Canada Limited.

REEL 0759 FRAME 54
TRADE-MARK

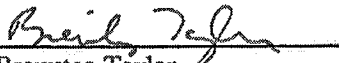
060 MC 11/13/90 07539254

1 518 72.00 CK

Also enclosed herewith are three Designation of Domestic Representative documents (one for each registration) executed by an Officer of Woods Canada Limited and our firm check in the amount of \$72.00 in payment of the recordation fee. If no check is enclosed, the Commissioner is authorized to charge any fee or additional fee due in connection herewith to Deposit Account No. 12-0555. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

LARSON AND TAYLOR


Brewster Taylor

727 - 23rd Street, South
Arlington, Virginia 22202
(703) 920-7200

October 31, 1990

TRADE-MARK

REEL 0759 FRAME 55



Consumer and
Corporate Affairs Canada

Trade Marks

Certificate of
Authenticity

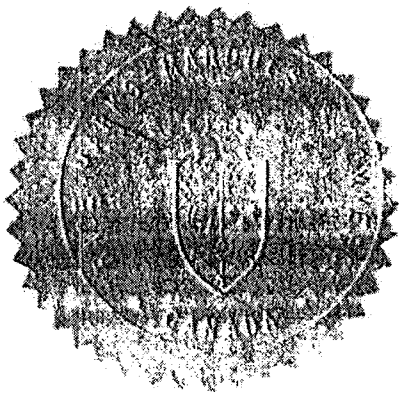
Consommation
et Corporations Canada

Marques de commerce

Certificat
d'authenticité

This is to certify that the annexed is a
true copy of all the documentation
for changes in title for the
trade marks listed on Schedule A
and filed under serial No. 203,596.

Les présentes certifient que le texte
ci-joint est une copie conforme de



Canada

September 14, 1990

Date

Registrar of Trade Marks
Le registraire des marques de commerce

Attesting Officer
Certificateur

REEL 0759 FRAME 56
TRADE-MARK

CCA 413 (12-84) (44)

The Registrar of Trade Marks
Hull, Quebec

Sir,

The undersigned, WOODS CANADA LIMITED, the registered owner of the trade marks listed in the attached Schedule A, hereby applies, in accordance with the Trade Marks Act, to have the following amendment made to the register in respect of such trade marks:

1. Change the register to show that the name of the owner of the trade marks listed in Schedule A is now WOODS CANADA LIMITED.
2. The fact that WOODS BAG & CANVAS (1984) LIMITED has changed its name to WOODS CANADA LIMITED is evidenced by the document submitted herewith as Exhibit A.

EXECUTED AT Montreal, Quebec, Canada, this 11th day
of May, 1987.

WOODS CANADA LIMITED

By: *Georges P. Laroche & Co.*
Trade Mark Agents

TRADE-MARK

REEL 0759 FRAME 57

SCHEDULE A

Canadian Trade Mark Registrations

| <u>Trade Mark</u> | <u>Regn. No.</u> | <u>File No.</u> |
|----------------------------|------------------|-----------------|
| WOODS 3 STAR ✓ | UCA33775 ✓ | 203,596 |
| WOODS 2 STAR ✓ | UCA33776 ✓ | 203,599 |
| WOODS CANADITE ✓ | UCA34006 ✓ | 203,600 |
| ARCTIC ✓ | UCA34865 ✓ | 198,015 |
| GOOSE BRAND ✓ | UCA34967 ✓ | 203,598 |
| WOODS (TENTS, ETC.) ✓ | UCA35302 ✓ | 203,597 |
| WOODS (word) ✓ | UCA37411 ✓ | 208,057 |
| WOODS ROUGH RIDER ✓ | UCA42142 ✓ | 203,601 |
| WOODS SIERRA & DESIGN ✓ | 119,870 ✓ | 246,696 |
| CAMP KING ✓ | 126,853 ✓ | 266,444 |
| PINE-TREE DESIGN ✓ | 137,964 ✓ | 251,510 |
| DOWNLITE ✓ | 159,691 ✓ | 258,062 |
| 2 STAR ✓ | 188,093 ✓ | 351,245 |
| 3 STAR ✓ | 188,094 ✓ | 351,246 |
| WOODS & PINE TREE DESIGN ✓ | 243,673 ✓ | 426,419 |
| WOODS & DESIGN ✓ | 291,812 ✓ | 503,712 |
| ARCTIC DESIGN ✓ | 321,266 ✓ | 520,206 |

TRADE-MARK

REEL 0759 FRAMES 58

CANADA
Province of Ontario
To Wit

To all whom these Presents
may come, be seen or known

I, MICHAEL JOSEPH CAMPBELL

a Notary Public, in and for the Province of Ontario, by Royal Authority duly appointed, residing
at the City of Toronto, in the Municipality of Metropolitan Toronto
in said Province,

Do Certify and Attest that the paper-writing hereto annexed is a true copy of a document produced
and shown to me by

and purporting to be Certificate and Articles of Amendment of
Woods Canada Limited

TRADE-MARK

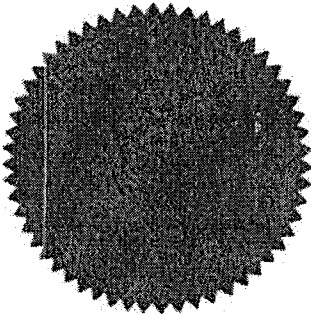
REEL 0759 FRAME 59

dated the 1st day of January 19 87,

the said copy having been compared by me with the said original document, an act whereof being
requested I have granted under my Notarial Form and Seal of Office to serve and avail as occasion
shall or may require.

In Testimony whereof I have hereto subscribed my name and affixed my Notarial Seal of Office at

this 16th day of February 19 87.



Michael J. Campbell
Michael Joseph Campbell

A Notary Public in and for the Province of Ontario.



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi sur les sociétés commerciales canadiennes

WOODS CANADA LIMITED

174353-8

Name of Corporation — Dénomination de la société

Number — Numéro

I hereby certify that the Articles of the above-mentioned Corporation were amended

Je certifie par les présentes que les statuts de la société mentionnée ci-haut ont été modifiés

(a) under section 13 of the Canada Business Corporations Act in accordance with the attached notice;

(a) en vertu de l'article 13 de la Loi sur les sociétés commerciales canadiennes conformément à l'avis ci-joint;

(b) under Section 27 of the Canada Business Corporations Act as set out in the attached Articles of Amendment designating a series of shares;

(b) en vertu de l'article 27 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

(c) under Section 171 of the Canada Business Corporations Act as set out in the attached Articles of Amendment;

(c) en vertu de l'article 171 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses modificatrices ci-jointes;

(d) under Section 185 of the Canada Business Corporations Act as set out in the attached Articles of Reorganization;

(d) en vertu de l'article 185 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses de réorganisation ci-jointes;

(e) under Section 185.1 of the Canada Business Corporations Act as set out in the attached Articles of Arrangement.

(e) en vertu de l'article 185.1 de la Loi sur les sociétés commerciales canadiennes tel qu'indiqué dans les clauses d'arrangement ci-jointes.

Le Directeur

Director

January 1, 1987
le 1 janvier 1987

Date of Amendment — Date de la modification

REEL 0759 FRAMES 60
TRADE-MARK



1 - Name of Corporation - Nom de la corporation

2 - Corporation No. - N° de la corporation

WOODS BAG & CANVAS (1984) LIMITED

174353-8

3 - The articles of the above-named corporations are amended
as follows:

Les statuts de la corporation ci-haut mentionnée sont
modifiés de la façon suivante:

- * Article 1 of the Articles of Incorporation of the Corporation
be and the same are hereby amended to change the name of the
* Corporation to **WOODS CANADA LIMITED.**

REEL 0759 FRAME 61
TRADE-MARK

RECORDED
PATENT AND TRADEMARK
OFFICE

OCT 31 1986

| | | |
|---------------------------|--|--|
| Date December 2, 1986 | Signature <i>Michael J. Campbell</i> Michael J. Campbell | Description of Office - Description du poste Secretary |
| FOR DEPARTMENTAL USE ONLY | | À L'USAGE DU MINISTÈRE SEULEMENT Filed - Déposée DEC 4 1986 |

24-1387