

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398687

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	12/30/2015

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Abbotsford Concrete Products Limited Partnership, composed of AC Products Ltd.		12/30/2015	Limited Partnership: CANADA
619930 B.C. Ltd.		12/30/2015	Limited Corporation: CANADA

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
Abbotsford Concrete Products Ltd.	12/30/2015	Limited Corporation: CANADA

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	Abbotsford Concrete Products Ltd.
Street Address:	#201-33832 South Fraser Way
City:	Abbotsford, BC
State/Country:	CANADA
Postal Code:	V2S 2C5
Entity Type:	Limited Corporation: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2986399	AQUAPAVE
Registration Number:	2990495	AQUAFLOW
Registration Number:	3151589	AQUASLAB
Registration Number:	3483119	A PAVING SYSTEM WE CAN ALL LIVE WITH
Registration Number:	2537025	OLD COUNTRY

CORRESPONDENCE DATA

Fax Number: 6046898300

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6046891622

Email: info@nexuslaw.ca

OP \$140.00 2986399

Correspondent Name: NEXUS LAW GROUP LLP
Address Line 1: Suite 1140 - 625 Howe Street
Address Line 2: PO Box 9
Address Line 4: Vancouver, BC, CANADA V6C2T6

NAME OF SUBMITTER: Nexus Law Group LLP

SIGNATURE: /NexusLawGroupLLP/

DATE SIGNED: 09/15/2016

Total Attachments: 11

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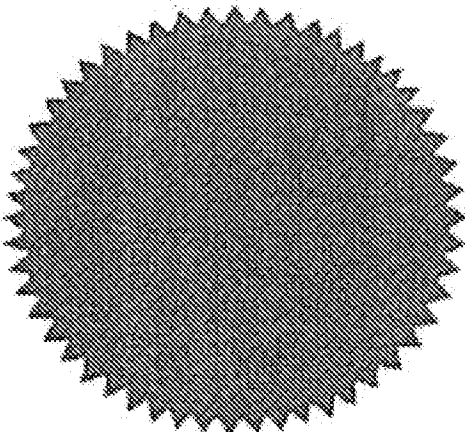


Number: BC1060136

**CERTIFICATE
OF
AMALGAMATION**

BUSINESS CORPORATIONS ACT

I Hereby Certify that 619930 B.C. LTD., incorporation number BC0619930, and AC PRODUCTS LTD., incorporation number BC0776078 were amalgamated as one company under the name ABBOTSFORD CONCRETE PRODUCTS LTD. on January 1, 2016 at 12:00 AM Pacific Time.



Issued under my hand at Victoria, British Columbia

On January 1, 2016

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

ELECTRONIC CERTIFICATE

TRADEMARK
REEL: 005877 FRAME: 0740

AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the 30 day of December, 2015.

BETWEEN:

AC PRODUCTS LTD., a body corporate under the laws of the Province of British Columbia and having its mailing address and delivery address of its registered office at #201-33832 South Fraser Way, Abbotsford, British Columbia, V2S 2C5

("AC Products")

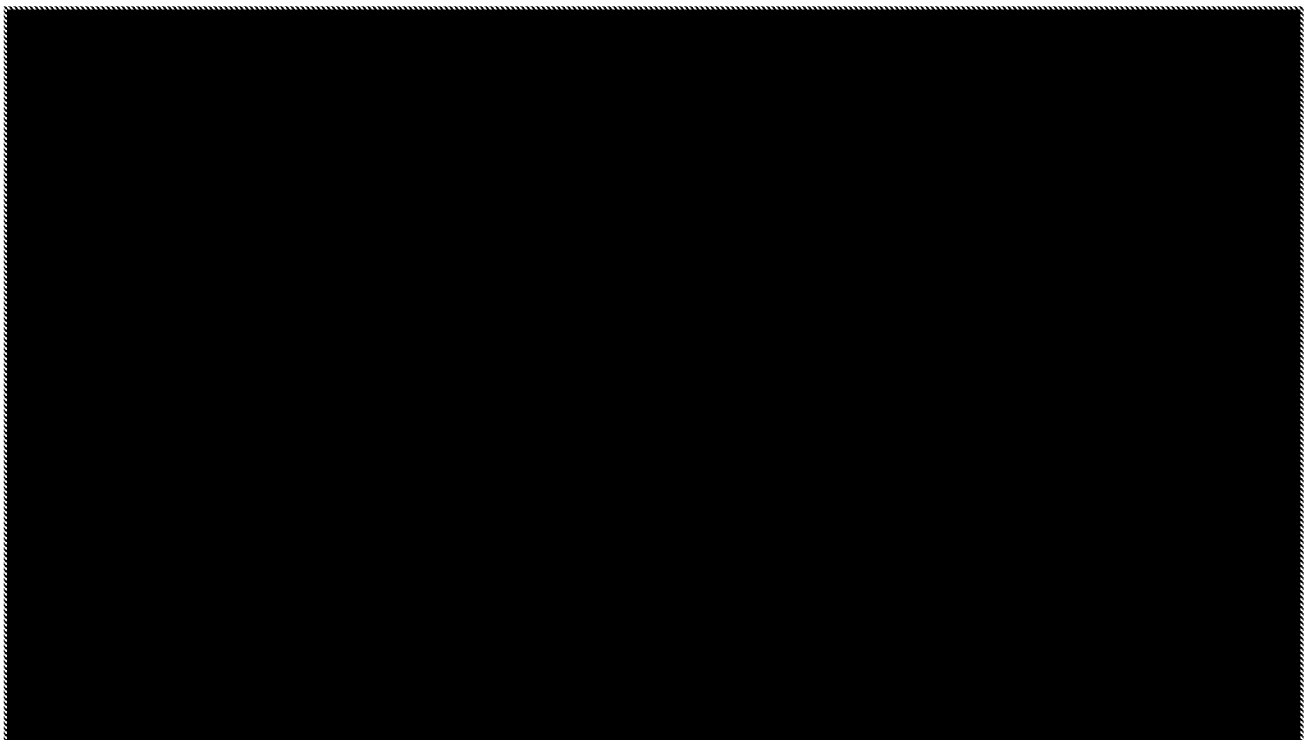
AND:

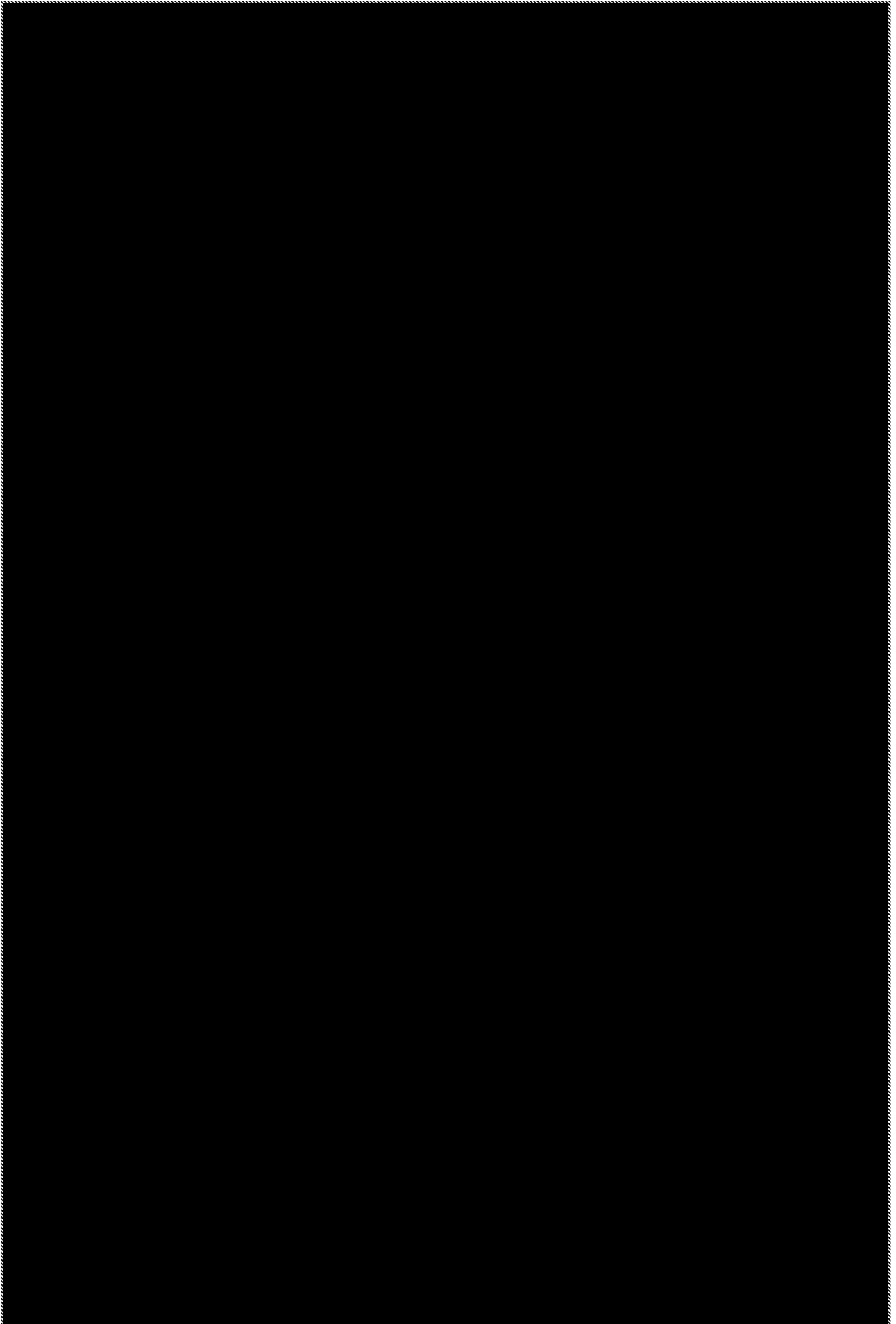
619930 B.C. LTD., a body corporate under the laws of the Province of British Columbia and having its mailing address and delivery address of its registered office at #201-33832 South Fraser Way, Abbotsford, British Columbia, V2S 2C5


("619")

WHEREAS:

A. AC Products and 619 (collectively called the "**Amalgamating Companies**") and individually called an "**Amalgamating Company**") have agreed to amalgamate and continue as one company (the "**Amalgamated Company**") upon the terms and conditions set out in this Agreement.







D. Each Amalgamating Company has made full disclosure to the other Amalgamating Companies of all of its respective assets and liabilities and each Amalgamating Company is solvent.

E. It is desired by each Amalgamating Company that the amalgamation of the Amalgamating Companies should be effected as at the commencement of January 1, 2016.

THIS AGREEMENT WITNESSES that in consideration of the mutual agreements, covenants and conditions contained in this Agreement, the Amalgamating Companies hereby covenant and agree as follows:

1. **Agreement to Amalgamate.** The Amalgamating Companies agree to amalgamate under the provisions of the *Business Corporations Act* (British Columbia) (the "Act") and continue as one company upon the terms and conditions set out in this Agreement.

2. **Name.** The name of the Amalgamated Company shall be "**ABBOTSFORD CONCRETE PRODUCTS LTD.**" as approved by the Registrar of Companies for British Columbia (the "Registrar").

3. **Amalgamation Application and Articles.** The form of Amalgamation Application and Notice of Articles and Articles of the Amalgamated Company are attached hereto as Schedules A and B, respectively, the said Articles having been signed by one of the first directors of the Amalgamated Company referred to in paragraph 5 of this Agreement.

4. **Registered and Records Office.** The mailing and delivery address of the registered and records office of the Amalgamated Company, until changed in accordance with the provisions of the Act and the articles of the Amalgamated Company, shall be as set out in the Notice of Articles of the Amalgamated Company being #201-33832 South Fraser Way, Abbotsford, British Columbia, V2S 2C5.

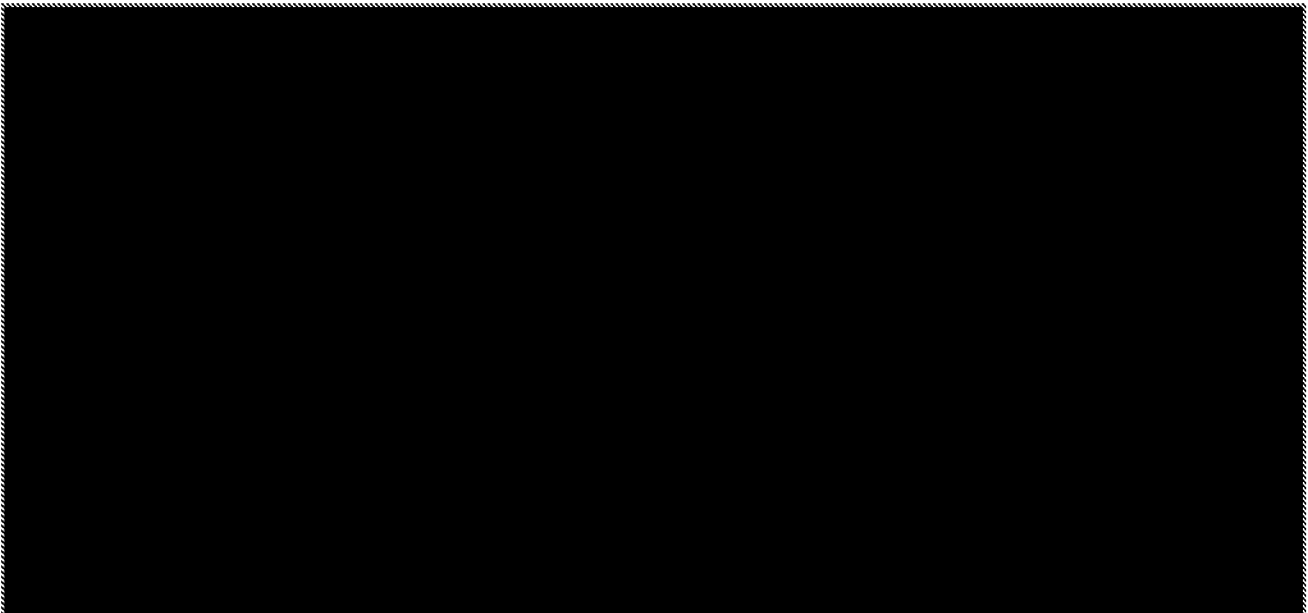
5. **Directors.** The number of directors of the Amalgamated Company, until changed in accordance with the provisions of the Act and the Articles of the Amalgamated Company, shall be determined at 7. The full names and prescribed addresses of the first directors of the Amalgamated Company shall be as follows:

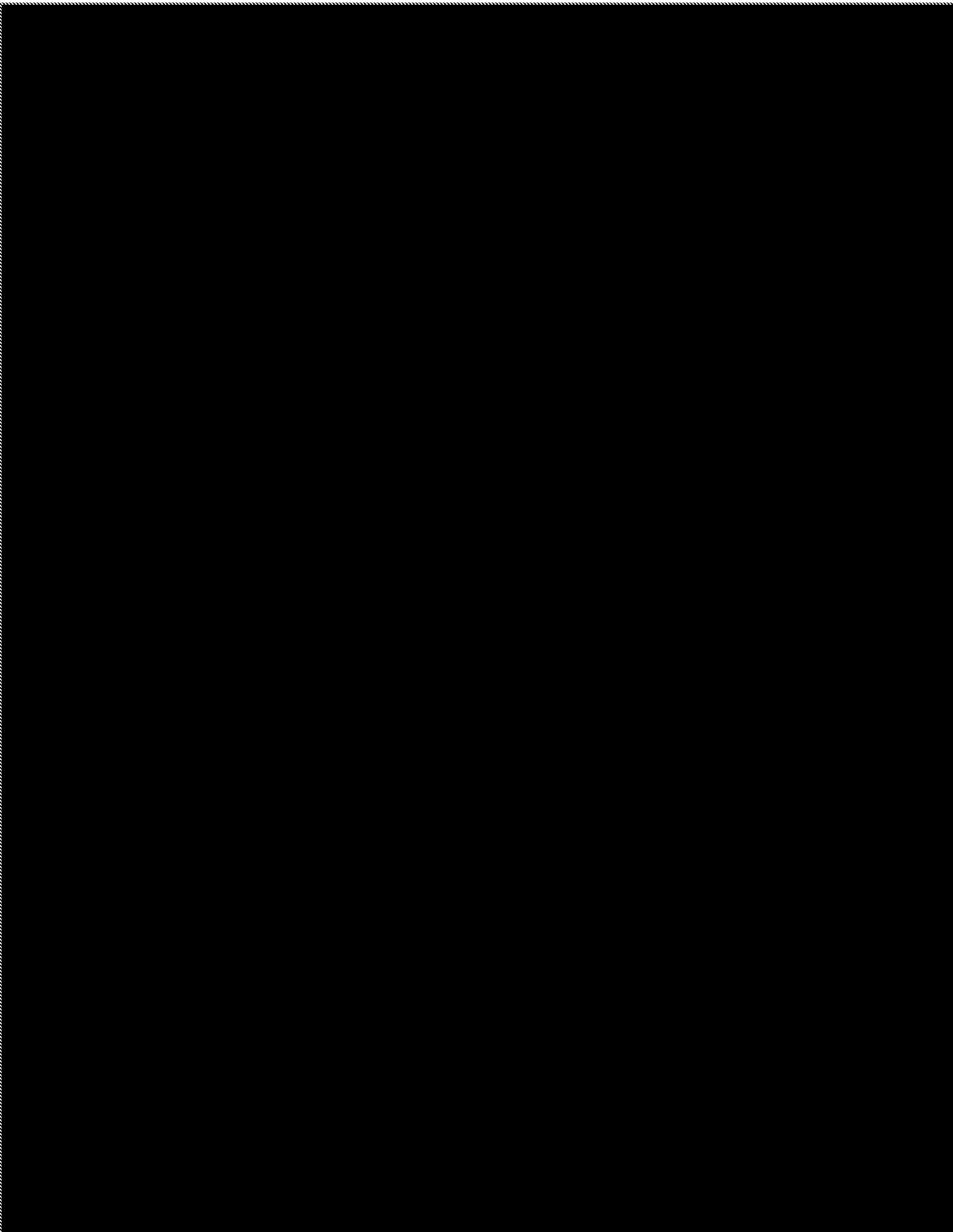



The first directors shall hold office until the first annual meeting of the shareholders of the Amalgamated Company or until they sooner cease to hold office.

6. Directors To Continue Operations. The directors set forth in paragraph 5 shall carry on and continue the management and operation of the Amalgamated Company in such manner as they shall determine, subject to and in accordance with the Articles of the Amalgamated Company and the provisions of the Act.

7. Officers. The full names, prescribed addresses and offices of the officers of the Amalgamated Company shall be as follows:







10. Share Certificates. After the issuance by the Registrar of a Certificate of Amalgamation, the shareholders of each of the Amalgamating Companies, when requested by the Amalgamated Company, shall surrender, or cause to be surrendered, to the Amalgamated Company the certificates representing shares of the Amalgamating Companies held by them for cancellation. In return, such shareholders shall be entitled to receive share certificates representing shares in the Amalgamated Company in accordance with paragraph 9 herein.

11. Rights and Obligations of the Amalgamated Company. Upon the amalgamation taking effect and thereafter, the Amalgamated Company shall be seized of and shall hold and possess all the property, rights and interests, and shall be subject to all the debts, liabilities and obligations, of each of the Amalgamating Companies including all deeds of trust and mortgages, debentures, guarantees and other securities heretofore issued by each of the Amalgamating Companies and the shareholders of each of the Amalgamating Companies shall be bound by the terms of this Agreement. The rights of creditors against the property, rights and assets of the Amalgamating Companies and all liens upon their respective property, rights and assets, shall be unimpaired by the amalgamation, and all debts, contracts, liabilities and duties of each of the Amalgamating Companies shall henceforth attach to the Amalgamated Company and may be enforced against it.

12. Abbotsford Concrete Products Limited Partnership. In furtherance to paragraph 11 above, as a consequence of the amalgamation provided for herein, Abbotsford Concrete Products Limited Partnership (the "**Partnership**") will be automatically dissolved, and:

- (a) all of the assets of the Partnership shall automatically become assets owned by the Amalgamated Company and all of the liabilities of the Partnership shall automatically become liabilities of the Amalgamated Company, and the Amalgamated Company shall thereafter carry on the business that was formerly conducted by the Partnership; and
- (b) the Amalgamated Company shall be responsible to pay any applicable goods and services tax ("**GST**"), harmonized sales tax ("**HST**"), value added, sales, use, transfer and other similar taxes on its acquisition of the assets of the Partnership. If applicable, the Amalgamated Company and the Partnership shall execute jointly an election under section 167 of the *Excise Tax Act* (Canada) to have the transfer of the Partnership's property take place on a GST/HST-free basis. The Amalgamated Company shall

file such election no later than the filing date for its GST/HST return for the reporting period in which the dissolution of the Partnership occurs.

13. Legal Proceedings. No action or proceeding by or against any of the Amalgamating Companies shall abate or be affected by the amalgamation but for all purposes of such action or proceeding such Amalgamating Company shall be deemed still to exist or the Amalgamated Company may be substituted in such action or proceeding in the place thereof.

14. Adoption of Agreement. This Agreement shall be subject to the condition that it be approved by each of the Amalgamating Companies in the manner required by section 271(1) or 271(6) of the Act.

15. Further Assurances. Each of the Amalgamating Companies shall execute and deliver and complete any and all other documents or instruments necessary or desirable and do such acts as are necessary or desirable to give full force and effect to the provisions and intent of this Agreement.

16. Application to Registrar. Subject to paragraph 17 of this Agreement, if this Agreement is adopted by each of the Amalgamated Companies as required by the Act, the Amalgamating Companies agree that they will, jointly and together file with the Registrar the Amalgamation Application and Notice of Articles in the form set out in Schedule A to this Agreement.

17. Amendment or Modification of Agreement. The Amalgamating Companies may, by agreement in writing approved by resolution of their respective directors (and without any further resolutions of their respective shareholders), amend this Agreement as required by the Registrar or as the directors deem necessary or desirable, and all such amendments shall be binding upon the Amalgamating Companies and the shareholders thereof.

18. Termination of Agreement. The Amalgamating Companies may at any time prior to the issuance of the Certificate of Amalgamation by the Registrar, by written notice to the others, terminate this Agreement and in such event the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Companies.

19. Effective Date of Amalgamation. The amalgamation provided for herein will be effective as at the commencement of January 1, 2016 at 12:00 am Pacific Time, if this Agreement has been approved as required by law and all necessary documentation has been filed with the Registrar before that time, or at such time, or time and date, as may be determined by the directors of the Amalgamating Companies when this Agreement shall have been adopted as required by law.

[The remainder of the page is intentionally left blank]

IN WITNESS WHEREOF each of the Amalgamating Companies have executed this Agreement as of the day and year first above written.

AC PRODUCTS LTD.

By: 
Authorized Signatory

619930 B.C. LTD.

By: 
Authorized Signatory

SCHEDULE A
AMALGAMATION APPLICATION

SCHEDULE B
ARTICLES

50971872.5

RECORDED: 09/15/2016

TRADEMARK
REEL: 005877 FRAME: 0750