

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bombardier Inc.		10/01/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Viking Air Limited		
Street Address:	1959 deHavilland Way		
City:	Sidney, British Columbia		
State/Country:	CANADA		
Postal Code:	V8L5V5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1993793	SUPERSCOOPER	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Bevilacqua, Esq.		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	10/06/2016		

OP \$40.00 1993793

Total Attachments: 6

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This patent and trademark assignment agreement (the "Agreement") is made and entered into as of October 1, 2016 (the "Effective Date").

BETWEEN:

BOMBARDIER INC.,

a corporation organized under the laws of Canada, having its head office or principal place of business located at Suite 2900, 800 René-Lévesque Boulevard West, Montréal, Québec, H3B 1Y8

(hereinafter referred to as "Assignor");

- and -

VIKING AIR LIMITED,

a corporation organized under the laws of the Province of British Columbia, having its head office or principal place of business located at 1959 deHavilland Way, Sidney, British Columbia, V8L 5V5

(hereinafter referred to as "Assignee").

WHEREAS Assignor and Assignee have entered into an asset purchase agreement dated June 17, 2016 (the "Asset Purchase Agreement") providing for the sale of substantially all of the assets pertaining to the Business (as defined in the Asset Purchase Agreement) and substantially all of the assets pertaining to the Production Business (as defined in the Asset Purchase Agreement);

AND WHEREAS pursuant to the Asset Purchase Agreement, Assignor has agreed to grant, sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, all of Assignor's right, title and interest in, to and under certain patents and trademarks described in Schedule A attached hereto (the "Assigned Patents and Trademarks"), all upon the terms and conditions set forth in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Asset Purchase Agreement

Capitalized terms used in this Agreement (including in its recitals) without definition have the meanings specified in the Asset Purchase Agreement. This Agreement is subject to all of the terms, conditions and limitations set forth in the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Agreement, the provisions of the Asset Purchase

Agreement shall prevail to the extent there is any inconsistency or conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement.

2. Assignment of Patents and Trademarks

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, transfer, convey, assign, and deliver to Assignee and its successors and assigns, and Assignee does hereby accept, all of Assignor's right, title and interest in, to and under all of the Assigned Patents and Trademarks, together with all goodwill associated therewith and symbolized thereby.

The Assignor further assigns to the Assignee all right and benefits it holds in any contracts, agreements, licences or engagements in any form whatsoever relating to the Assigned Patents and Trademarks, and the Assignor's right in all administrative or judicial proceedings related to the Assigned Patents and Trademarks, including the right to sue and recover for all past, present and future infringements and other violations of the Assigned Patents and Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

3. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument. This Agreement may be delivered by either party by facsimile and if so executed and delivered shall be legally valid and binding on the party executing in such manner.

4. Headings

The descriptive headings of sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content.

5. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties and their successors and permitted assigns.

6. Governing Law

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

7. **Language**

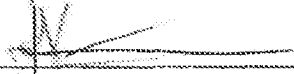
Les parties aux présentes ont exigé que le présent Contrat ainsi que tous les documents et avis qui s'y rattachent soient rédigés en langue anglaise. The parties have required that this Agreement and all documents and notices related thereto be drawn up in English.

[Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR

BOMBARDIER INC.

By: 
Name: Louis G. Véronneau
Title: Vice President, Mergers and Acquisition
BOMBARDIER INC.

By: 
Name: Daniel Desjardins
Title: Senior Vice President, General Counsel
and Corporate Secretary

DECLARATION OF EXECUTION

I, Chantal Robitaille, residing at Montreal, QC, hereby declare that I was personally present and did see the person signing on behalf of ASSIGNOR, who is personally known to me, duly sign and execute the Agreement. *are CR*

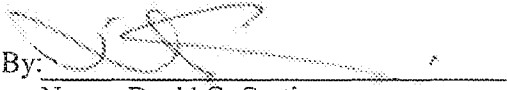
By: 
Name: Chantal Robitaille
Title: Head of Legal Services, Corporate Office
and Assistant Secretary

(Patent and Trademark Assignment Agreement)

TRADEMARK
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ASSIGNEE

VIKING AIR LIMITED

By: 
Name: David C. Curtis
Title: President and Chief Executive
Officer

(Patent and Trademark Assignment Agreement)

TRADEMARK
REEL: 005893 FRAME: 0892

SCHEDULE A

ASSIGNED PATENTS AND TRADEMARKS

Patents:

COUNTRY	PATENT	FILE NO. / PATENT NO.
Canada	Folding Boat Patent	AP-00015 / 2311739
United States	Folding Boat Patent	AP-00015 / 6334402

Registered Trademarks:

COUNTRY	TRADEMARK	APPL. NO. / REG. NO.
Canada	SUPERSCOOPER	722621 / 439059
United States	SUPERSCOOPER	74462375 / 1993793

CAN_DMS: N04197412N