

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caplan Industries Inc.		02/10/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Richelieu Hardware Ltd.		
<b>Street Address:</b>	7900, Henri-Bourassa Blvd. West		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H4S 1V4		
<b>Entity Type:</b>	limited company: CANADA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4246332	A	
<b>Serial Number:</b>	87675657	BUILD-A-BELT	
<b>Registration Number:</b>	3888748	GARN-ALUM	
<b>Registration Number:</b>	2412737	HARD BODY	
<b>Registration Number:</b>	3580891	LEATHER WORKS	
<b>Registration Number:</b>	4612071	QSR	
<b>Registration Number:</b>	4504043	QUICK SUPPORT ROD	
<b>Registration Number:</b>	4054981	QUICKWINDER	
<b>Registration Number:</b>	2623840	READY READ	
<b>Registration Number:</b>	4905275	TASK SIGNATURE	
<b>Registration Number:</b>	2601929	TASK ...TOOLS OF EXCELLENCE	
<b>Registration Number:</b>	4138618	TASK...TOOLS OF EXCELLENCE	
<b>Registration Number:</b>	2480323	TASK ...TOOLS OF EXCELLENCE	
<b>Registration Number:</b>	4451598	TRADE PROVEN TASK TOUGH	
<b>Registration Number:</b>	1991480	TUF-E-NUF	
<b>Registration Number:</b>	1978638	TUF-E-NUF TOOLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155683439		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

CH \$415.00 4246332

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 215-568-3100  
**Email:** bhipdocket@bakerlaw.com, jlesser@bakerlaw.com,  
jdale@bakerlaw.com  
**Correspondent Name:** Jacqueline M. Lesser  
**Address Line 1:** 1735 Market Street  
**Address Line 2:** Suite 3300  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-7501

<b>ATTORNEY DOCKET NUMBER:</b>	034091.555555
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**DOMESTIC REPRESENTATIVE**

**Name:** Jacqueline M. Lesser  
**Address Line 1:** 1735 Market Street  
**Address Line 2:** Suite 3300  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103-7501

<b>NAME OF SUBMITTER:</b>	Judy Dale-Paralegal
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<b>SIGNATURE:</b>	/Judy Dale/
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<b>DATE SIGNED:</b>	02/25/2022
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**Total Attachments: 4**

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source=Richelieu Assignment#page3.tif  
source=Richelieu Assignment#page4.tif

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT (THIS "ASSIGNMENT") is entered into as of this 10<sup>th</sup> day of February 2022 by and between RICHELIEU HARDWARE LTD. ("Richelieu"), having its administrative offices located at 7900, Henri-Bourassa Blvd. West, Montreal, Quebec, Canada H4S 1V4, RICHELIEU HARDWARE CANADA LTD. ("Richelieu Canada"), having its administrative offices located at 7900, Henri-Bourassa Blvd. West, Montreal, Quebec, Canada H4S 1V4, and CAPLAN INDUSTRIES INC. ("Task"), having its head office and principal place of business at 6800 Dennett Place, Delta, British Columbia, V4G 1N4 (Richelieu, Richelieu Canada and Task being hereinafter collectively referred to as the "Parties" and each a "Party").

WHEREAS, pursuant to a Share Purchase Agreement dated as of April 5, 2021 (the "Purchase Agreement") among Richelieu Canada, Richelieu America Ltd., Craig Caplan Family Trust, Capco Investments Ltd, 0758964 B. C. Ltd. and Task, Richelieu Canada has agreed to purchase from Task, and Task has agreed to sell, transfer, assign, convey and deliver to the Richelieu Canada, all issued and outstanding share capital of Task (as more amply set forth in the Purchase Agreement).

WHEREAS Richelieu Canada is a wholly owned subsidiary of Richelieu.

NOW, THEREFORE, in consideration of the premises set forth in the Purchase Agreement and for good and valuable consideration as set forth therein, the receipt and adequacy of which are hereby acknowledged, each of Richelieu, Richelieu Canada and Task hereby agrees as follows:

**DEFINITION** - "Intellectual Property" means any and all trademarks, tradenames and patents previously and/or currently used by Task, specifically including rights in get-up, rights in goodwill or to rights to sue for passing off, unfair competition rights, rights in designs, database rights and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals, extensions or revivals of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world (including but not limited to the trademarks listed in Schedule 4.18 hereto);

**ASSIGNMENT** - Pursuant to and for good and valuable consideration (receipt of which each of Richelieu Canada and Task expressly acknowledges), Task hereby assigns to Richelieu all of Task's rights, title and interest in and to: i) the Intellectual Property; and ii) all related rights and powers arising or accrued, including the right to sue for damages and other remedies in respect of infringements, the right to bring, make, oppose, defend, appeal and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from the ownership of any of these assigned rights, whether occurring before, on, or after the date of this assignment.

**FURTHER ASSURANCES** - Each of Richelieu, Richelieu Canada and Task shall take such further actions as the other Party may reasonably request and execute and deliver, at the reasonable request of another Party, all further documents, required by law or which said Party reasonably requires, to carry out the provisions hereof and give effect to the transactions contemplated under this Assignment, including reasonably assisting Richelieu in obtaining, defending and enforcing registered trademarks, and assisting with any other proceedings which may be brought by or against Richelieu against or by any third party relating to the Intellectual Property assigned by this agreement.

**WAIVER** - No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**SEVERANCE** - If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**COUNTERPARTS** - This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

**GOVERNING LAW** - This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the Laws of province of Quebec.

THIS INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES ON FEBRUARY 10, 2022.

"Richelieu"  
RICHELIEU HARDWARE LTD.  
by:

YANNICK GODEAU,  
Corporate Secretary

"Richelieu Canada"  
RICHELIEU HARDWARE CANADA LTD.  
by:




YANNICK GODEAU,  
Corporate Secretary


"Task"  
CAPLAN INDUSTRIES INC.  
by:



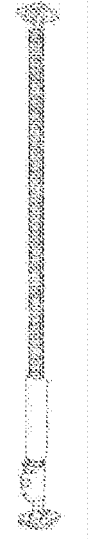
YANNICK GODEAU,  
Corporate Secretary

## SCHEDULE 4.18

## Intellectual Property

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
A Design 	Canada	1459766	Nov 19, 2009	TMA814089	Dec 15, 2011	Registered
A Design 	USA	77881505	Nov 27, 2009	4246332	Nov 20, 2012	Registered
BARRACUDA	Canada	767868	Nov 03, 1994	TMA452226	Dec 22, 1995	Registered
BIT BOSS	Canada	1259368	May 30, 2005	TMA664641	May 18, 2006	Registered
BUILD-A-BELT	Canada	1866521	Nov 06, 2017			Expired/ Expunged
BUILD-A-BELT BUILD-A-BELT	USA	87675657	Nov 07, 2017			Pending
COMFORT ZONE	Canada	1176287	Apr 30, 2003	TMA654341	Dec 05, 2005	Expired/ Expunged
GARN-ALUM	Canada	1457529	Oct 30, 2009	TMA774240	Aug 11, 2010	Registered
GARN-ALUM GARN-ALUM	USA	77861645	Oct 30, 2009	3888748	Dec 14, 2010	Renewed
HARD BODY	Canada	816129	Jun 24, 1996	TMA484807	Oct 29, 1997	Registered
HARD BODY	USA	75202756	Nov 22, 1996	2412737	Dec 12, 2000	Renewed
HEXAGON SHAPE & Design 	Canada	1237392	Nov 16, 2004	TMA682564	Feb 27, 2007	Registered
HEX-HANDLER	Canada	714332	Oct 7, 1992	TMA422344	Jan 21, 1994	Registered
LEATHER WORKS	Canada	1161636	Dec 06, 2002	TMA652027	Nov 01, 2005	Renewed
LEATHER WORKS	USA	76476843	Dec 16, 2002	3580891	Feb 24, 2009	Renewed
QSR	Canada	1606460	Dec 12, 2012	TMA866673	Dec 04, 2013	Registered
QSR QSR	USA	85813221	Dec 31, 2012	4612071	Sep 30, 2014	Registered
QUICK & SLICK	Canada	714336	Oct 07, 1992	TMA422345	Jan 21, 1994	Renewed
QUICK SUPPORT ROD	Canada	1605504	Dec 06, 2012	TMA866672	Dec 04, 2013	Registered
QUICK SUPPORT ROD	USA	85813245	Dec 31, 2012	4504043	Apr 01, 2014	Registered

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
QUICK SUPPORT ROD						
QUICK SUPPORT ROD & Design 	Canada	1159910	Nov 21, 2002	TMA603352	Feb 26, 2004	Renewed
QUICKWINDER	Canada	1496456	Sep 17, 2010	TMA801920	Jul 11, 2011	Registered
QUICKWINDER	USA	85133279	Sep 20, 2010	4054981	Nov 15, 2011	Registered
QUICKWINDER						
READY READ	Canada	1093175	Feb 16, 2001	TMA569929	Oct 30, 2002	Renewed
READY READ	USA	76218584	Mar 05, 2001	2623840	Sep 24, 2002	Renewed
ROCK CARPENTER	Canada	1123002	Nov 21, 2001	599135	Jan 12, 2004	Expired/ Expunged
SIGNATURE SERIES	Canada	1161637	Dec 06, 2002	TMA651928	Oct 31, 2005	Renewed
SINK YOUR KNEES INTO PURE COMFORT	Canada	1232661	Oct 04, 2004	TMA643606	Jul 06, 2005	Expired/ Expunged
SOFT TOUCH	Canada	862976	Nov 28, 1997	TMA507610	Feb 05, 1999	Renewed
TASK	Canada	472535	Jul 10, 1981	TMA278164	Mar 25, 1983	Renewed
TASK & DESIGN 	Canada	607114	May 17, 1988	TMA358452	Jul 14, 1989	Renewed
TASK JOURNEYMAN SERIES	Canada	1161638	Dec 06, 2002	TMA651967	Oct 31, 2005	Expired/ Expunged
TASK SIGNATURE	Canada	1541743	Aug 30, 2011	TMA893236	Jan 05, 2015	Registered
TASK SIGNATURE	USA	85420685	Sep 12, 2011	4905275	Feb 23, 2016	Registered
TOOLS OF EXCELLENCE	Canada	847327	Jun 06, 1997	TMA567215	Sep 11, 2002	Renewed
TASK... TOOLS OF EXCELLENCE	USA	75901580	Jan 27, 2000	2601929	Jul 30, 2002	Renewed
TASK... TOOLS OF EXCELLENCE	USA	85418112	Sep 08, 2011	4138618	May 08, 2012	Registered
TASK... TOOLS OF EXCELLENCE Design 	USA	75508895	Jun 25, 1998	2480323	Aug 21, 2001	Renewed
TRADE PROVEN	Canada	1459765	Nov 19, 2009	TMA814088	Dec 15, 2011	Registered

Trademark	Country	Application Number	Application Date	Registration Number	Registration Date	Status
TASK TOUGH						
TRADE PROVEN TASK TOUGH	USA	77881500	Nov 27, 2009	4451598	Dec 17, 2013	Registered
TUF-E-NUF	Canada	714749	Oct 15, 1992	TMA426946	May 06, 1994	Renewed
TUF-E-NUF	USA	74327143	Nov 02, 1992	1991480	Aug 06, 1996	Renewed
TUF-E-NUF TOOLS & DESIGN 	Canada	718439	Dec 08, 1992	TMA426981	May 06, 1994	Renewed
TUF-E-NUF TOOLS Design 	USA	74357452	Feb 10, 1993	1978638	Jun 04, 1996	Renewed
YELLOW HANDLE & Design 	Canada	1237391	Nov 16, 2004	TMA685946	Apr 13, 2007	Registered