

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/16/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Granby Steel Tanks Limited Partnership		12/16/2004	LIMITED PARTNERSHIP: CANADA

**RECEIVING PARTY DATA**

Name:	Granby Industries Limited Partnership
Street Address:	2679 Bristol Circle, Suite 6
City:	Oakville
State/Country:	CANADA
Postal Code:	J2J 1J9
Entity Type:	LIMITED PARTNERSHIP: CANADA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2432792	GRANBY STEEL TANKS
Registration Number:	2443789	RESERVOIRS D'ACIER GRANBY GRANBY STEEL TANKS
Registration Number:	2257474	GAS-TEC

**CORRESPONDENCE DATA**

Fax Number: (317)713-3699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 1-317-713-3500  
 Email: dmconnell@sommerbarnard.com  
 Correspondent Name: Dean E. McConnell  
 Address Line 1: One Indiana Square, Suite 3500  
 Address Line 4: Indianapolis, INDIANA 46204

**DOMESTIC REPRESENTATIVE**

**CH \$90.00 2432792**

Name: Dean E. McConnell  
Address Line 1: One Indiana Square, Suite 3500  
Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Dean E. McConnell
Signature:	/Dean E. McConnell/
Date:	01/06/2005

Total Attachments: 5  
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**GRANBY STEEL TANKS LIMITED PARTNERSHIP**

as Assignor

and

**GRANBY INDUSTRIES LIMITED PARTNERSHIP**

as Assignee

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**ASSIGNMENT OF TRADE MARKS (US)**

December 16<sup>th</sup>, 2004

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**STIKEMAN ELLIOTT LLP**

## ASSIGNMENT OF TRADE MARKS (US)

Assignment of trade marks dated December \_\_\_\_\_, 2004, between Granby Steel Tanks Limited Partnership, (the "Assignor") and Granby Industries Limited Partnership (the "Assignee").

### RECITALS:

- (a) Pursuant to an acquisition agreement dated December \_\_\_\_\_, 2004 (the "Acquisition Agreement") among the Assignor, the Assignee and Torquest Partners Value Fund, L.P., the Assignor has agreed to sell to the Assignee all of its undertaking, property and assets, all as more particularly described in the Acquisition Agreement; and
- (b) The Assignor has agreed to assign to the Assignee all its right, title and interest in and to the Trade Marks (as hereinafter defined).

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

### Section 1 Assignment.

The Assignor sells, assigns, transfers and sets over to the Assignee all of the Assignor's right, title and interest in and to the trade marks, which are registered or for which registration is applied for in the United States, as set forth in Schedule "A" (collectively, the "Trade Marks"), together with all benefits of the registrations or applications for registration and all right, title and interest in and to any renewals and extensions that may be granted, and together also with all goodwill arising from all use of the Trade Marks before and after registration and any other benefit to be derived therefrom, and including all right, interest, choses in action and rights of recovery and damages for past infringement.

### Section 2 Registration.

The Assignor consents to an application to the United States Patent and Trademark Office for recognition of this transfer.

### Section 3 Further Assurances.

The Assignor covenants with the Assignee that it will from, time to time, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by the Assignee for more effectually and completely implementing or carrying out this assignment or for the purpose of registration or otherwise.

**Section 4 Successors and Assigns.**

This assignment shall enure to the benefit of the Assignee and its successors and assigns and shall be binding upon the Assignor and its successors and assigns.

**Section 5 Governing Law.**

This assignment shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

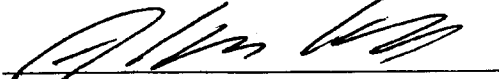
**Section 6 Counterparts.**

This assignment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

GRANBY STEEL TANKS LIMITED  
PARTNERSHIP, by its general  
partner, 6039553 CANADA INC.

By:



Authorized Signing Officer

GRANBY INDUSTRIES LIMITED  
PARTNERSHIP, by its general  
partner, GRANBY INDUSTRIES INC.

By:



Authorized Signing Officer

SCHEDULE "A"

<u>Trade Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
Granby Steel Tanks and Design	2432792	March 6, 2001
Réservoirs d'Acier Granby/Granby Steel Tanks and Design	2443789	April 17, 2001
GAS-TEC	2257474	June 29, 1999