

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Armtec Holdings Limited (Ontario Corporation No. 1626882)		07/27/2004	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Armtec Limited Partnership
Composed Of:	COMPOSED OF Armtec Holdings Limited, a Canadian corporation.
Street Address:	15 Campbell Road
City:	Guelph, Ontario
State/Country:	CANADA
Postal Code:	N1H 6P2
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75771643	BRIDGE-PLATE

CORRESPONDENCE DATA

Fax Number: (212)318-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-583-3697

Email: nytrademark@fulbright.com, hrosenberg@fulbright.com, mmutterperl@fulbright.com, nurizar@fulbright.com

Correspondent Name: Helen Rosenberg

Address Line 1: Fulbright & Jaworski L.L.P.

Address Line 2: 666 Fifth Avenue

Address Line 4: New York, NEW YORK 10103

DOMESTIC REPRESENTATIVE

Name: Mark N. Mutterperl

Address Line 1: Fulbright & Jaworski L.L.P.

CH \$40.00 75771643

Address Line 2: 666 Fifth Avenue
Address Line 4: New York, NEW YORK 10103

NAME OF SUBMITTER:	Helen L. Rosenberg
Signature:	/helenrosenberg/
Date:	07/07/2005

Total Attachments: 7

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TRADE-MARK ASSIGNMENT

WHEREAS, ARMTEC HOLDINGS LIMITED (the "Assignor"), formerly Armtec Limited having changed its name by amalgamation a copy of said certificate of amalgamation being attached hereto as Schedule "A", the full post office address of whose principal office or place of business is 15 Campbell Road, Guelph, ON N1H 6P2, is the owner of the trade-marks identified in the attached Schedules B and C (the "Trade-marks");

AND WHEREAS, ARMTEC LIMITED PARTNERSHIP, (the "Assignee"), the full post office address of whose principal office or place of business is 15 Campbell Road, Guelph, ON N1H 6P2, is desirous of acquiring the Assignor's entire right, title and interest for Canada in and to the Trade-marks, including the applications and registrations therefor;

WHEREAS Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademarks and registrations, and pending "intent-to-use" and "proposed use" applications for registration thereof in the Canadian Intellectual Property Office, Trade-mark Branch and the United States Patent and Trademark Office, said registrations and pending applications are set forth more fully in Schedule B and Schedule C respectively attached hereto and incorporated by reference herein;

WHEREAS Assignee is desirous of acquiring the entire right, title and interest in and to said trademarks and the registrations and pending applications for registration thereof, together with the goodwill of the business symbolized by said trademarks;

WHEREAS, Assignor has used or intended to use the marks listed in Schedule C in commerce between the United States and Canada and has filed applications with the United States Patent and Trademark Office based upon its use and/or its bona fide intent-to-use such marks in commerce, which applications were given the serial numbers shown, but has not yet filed allegations of use of the marks under Section 1(c) or 1(d) of the *Trademark Act*;

WHEREAS, Assignee is acquiring the entire business, or the portion thereof, to which the marks in Schedule C pertain, as required by 15 U.S.C. § 1060;

WHEREAS, Assignor and Assignee executed an Asset Purchase Agreement dated July 27, 2004, which provides for the purchase by Assignee of said trademarks and the registrations and pending applications thereof, together with the goodwill of the business symbolized by said trademarks, from Assignor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto Assignee the entire right, title and interest in and to said trademarks and the registrations, and pending "intent-to-use" and "proposed use" applications thereof identified as part of the entire business or portion thereof to which the marks pertain (as required by 15 U.S.C. § 1060 for the United States), together with the goodwill of the business symbolized by said trademarks, the same to be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives as fully and entirely as the same would have

been held and enjoyed by Assignor if this assignment had not been made, together with all claims for damages and reason of past infringement of said trademarks and their respective registrations, with the right to sue for and collect the same for its own use and behalf and for the use and behalf of its successors, assigns and other legal representatives.

AND, Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

AND, Assignor hereby agrees to prepare and execute all documents required to effect a recordation of the assignment of the above trademarks and registrations thereof before the proper office or agency.

AND, Assignor agrees that the Assistant Commissioner of Trademarks and the Registrar of Trade-marks are hereby authorized to deliver to its attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

EXECUTED at Toronto, Ontario, this 27th day of July, 2004.

ARMTEC HOLDINGS LIMITED

By: 






Name: John Slattery



Title: Chief Financial Officer and Secretary

SCHEDULE A
Certificate of Amalgamation

SCHEDULE B


CANADA

Trade-mark	Serial No. (Reg. No.)	Status
ARMTEC	1,163,779	Advertised
	634,342 (TMA389,416)	Registered
	587,024 (TMA396,825)	Registered
	1,163,778	Approved
BIG "O"	322,952 (TMA169,453)	Registered
	574,037 (TMA344,740)	Registered
BOSS	612,487 (TMA372,302)	Registered
BOSS 1000	692,585 (TMA409,185)	Registered
BOSS 2000	692,384 (TMA409,180)	Registered
BOSS N-12	612,907 (TMA358,509)	Registered
BRIDGE-PLATE	1,004,599 (TMA596,818)	Registered
DURAWALL	413,562 (TMA236,754)	Registered
ENVIRO-WALL	443,724 (TMA253,286)	Registered
FLEX-BEAM	199,151 (UCA30194)	Registered
	632,784 (TMA383,473)	Registered
FUSOLENE	652,875 (TMA385,243)	Registered
HEL-COR	0198077 (UCA29410)	Registered
INNOVATIVE TECHNOLOGY WORKING FOR YOU	666,768 (TMA399,852)	Registered
LARGE ENOUGH TO SERVE YOU, SMALL ENOUGH TO KNOW YOU	784,619 (TMA466,797)	Registered

MULTI-PLATE	161,127 (UCA261)	Registered
PAVED INVERT	198,074 (UCA29409)	Registered
PLASTI-DRAIN	503,017 (TMA311,005)	Registered
	503,018 (TMA311,006)	Registered
POLY-TITE	692,385 (TMA413,964)	Registered
	436,065 (TMA246,344)	Registered
RED LINE	627,183 (TMA383,785)	Registered
SANIPIPE	711,879 (TMA428,565)	Registered
SMOOTH-FLO	511,362 (TMA292,936)	Registered
SMOOTHWALL	612,489 (TMA381,466)	Registered
SUPERSPAN	511,363 (TMA305,159)	Registered
THE STRIPE	602,877 (TMA357,204)	Registered
TPO	652,878 (TMA385,244)	Registered
ULTRA STAB	753,595 (TMA451,847)	Registered

SCHEDULE C

UNITED STATES OF AMERICA

Trade-mark	Serial No. (Reg. No.)	Status
 The logo for ARMTEC, featuring the word "armtec" in a stylized, bold, lowercase font. The letters are white with a black outline and are set against a dark, textured background that resembles a metallic surface or a bridge structure.	78/270,078	Pending
ARMTEC LIMITED & Design	78/270,056	Pending
BRIDGE-PLATE	75/771,643	Pending

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ONTARIO)
)

On this 27th day of July, 2004, before me, a Notary Public in and for the Province of Ontario, duly commissioned and sworn, personally appeared R. John Slattery of **ARMTEC HOLDINGS LIMITED**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she was duly elected, qualified and acting as said officer of the corporation, that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. GIVEN UNDER my hand and official seal the day and year in this certificate above written.

Catherine Lan Pham Ngoc
NAME:

SUBSCRIBED AND SWORN to before me this 27th day of July, 2004.

[Signature]
(Signature of Notary)

(Print or Stamp Name of Notary)

NOTARY PUBLIC in and for the Province of Ontario residing at: Toronto, Ontario

My Commission Expires:

