

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
Fax Number:	(703)243-6410																										
Phone:	703-465-5355																										
Email:	smithj@mwzb.com																										
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																											
Correspondent Name:	Jeffrey Smith, Esq of Millen & White, PC																										
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Address Line 2:	Suite 1400																										
Address Line 4:	Arlington, VIRGINIA 22201																										
ATTORNEY DOCKET NUMBER:	RIDOUT-3 & 4-T																										
DOMESTIC REPRESENTATIVE																											

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TRADEMARK  
 REEL: 004710 FRAME: 0221

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Name: Jeffrey Smith, Esq of Millen & White PC  
Address Line 1: 2200 Clarendon Boulevard  
Address Line 2: Suite 1400  
Address Line 4: Arlington, VIRGINIA 22201

NAME OF SUBMITTER:

Jeffrey A. Smith

Signature:

/jas/

Date:

02/02/2012

Total Attachments: 7

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## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of February 24, 2010,

### BY AND BETWEEN:

Enviroshake Inc., an Ontario corporation having its principal office  
at 4 Stonehart Street, Caledon, Ontario

("Enviroshake")

- and -

KPMG INC., as court appointed receiver and manager of the  
assets, properties and undertaking of 2068051 ONTARIO INC.,  
operating as ENVIROSHAKE ("2068051"), and not in its personal  
or corporate capacity

(the "Receiver")

**WHEREAS** prior to the making of the Receivership Order, as hereinafter defined, 2068051 operated a facility and offices involved in the development, design, production, distribution and sale of environmentally friendly composite roof shingles in the City of Chatham, Ontario;

**AND WHEREAS** by Order of the Ontario Superior Court of Justice dated February 24, 2010 (the "Receivership Order") the Receiver was appointed as receiver and manager of all of the assets, properties and undertaking of 2068051;

**AND WHEREAS** Enviroshake wishes to purchase, and the Receiver wishes to sell, substantially all of the assets of 2068051, in accordance with the terms and conditions set out in this Agreement;

**NOW THEREFORE IN CONSIDERATION** of their respective rights and obligations under this Agreement and any other agreements or instruments to be delivered or given pursuant to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the words and expressions shall have (i) the meaning set forth in the applicable Section of this Agreement or (ii) the respective meanings set forth below and grammatical variations of such words and expressions shall have corresponding meanings.

- (p) **"Effective Time"** means the moment immediately after the making of the Receivership Order or such other time as the Parties may agree, being the time when Closing shall be deemed to have taken place;

- 
- (u) **"Intellectual Property Rights"** shall mean (i) all domestic and foreign patents, trade marks,

(collectively the "Intellectual Property") owned by or available to 2068051 in respect of the Business, (ii) all registrations and applications for registration by 2068051 of Intellectual Property

and (iii)

(bb) **"Purchaser"** means Enviroshake;

(hh) **"Receiver"** has the meaning ascribed thereto in the recitals;

(ii) **"Receivership Order"** has the meaning ascribed thereto in the recitals;

**ARTICLE 2  
PURCHASE AND SALE**

2.1 Purchased Assets

- (a) On the terms and subject to the fulfilment of the conditions hereof, the Receiver agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase from the Receiver, as of the Effective Time, all of the right, title and interest of 2068051 in and to the following assets (collectively the "Purchased Assets"):

- (viii) all Intellectual Property Rights

2.4 Purchase Price

Subject to the adjustment provided in Section 2.7, the aggregate purchase price (the "Purchase Price") payable by the Purchaser to the Receiver for the Purchased Assets shall be equal to exclusive of federal Goods and Services Tax and provincial Retail Sales Tax.

7.13 Counterparts

This Agreement and any agreement or instrument delivered in accordance herewith, may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Transmission by facsimile or electronic transmission in "pdf" format of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties as of the date first written above.

**ENVIROSHAKE INC.**

Per:  \_\_\_\_\_

Name:

Title:

I have the authority to bind the Corporation

**KPMG INC., as court appointed receiver  
and manager of the assets, properties  
and undertaking of 2068051 Ontario Inc.  
and not in its personal or corporate  
capacity**

Per: \_\_\_\_\_

Name: Mike Hanson

Title: Senior Vice President

I have the authority to bind the Receiver



7.11 Currency

All references to "\$", "dollar(s)" or other monetary amounts in this Agreement are references to the lawful money of Canada.

7.12 Rights Cumulative

The rights and remedies of the Parties hereunder are cumulative and not alternative.

7.13 Counterparts

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7.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each of the parties irrevocably attorns to the Courts of the Province of Ontario.

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first written above.

**ENVIROSHAKE INC.**

Per: \_\_\_\_\_  
Name:  
Title:  
I have the authority to bind the Corporation

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Name: Mike Hanson  
Title: Senior Vice President  
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