

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

Name	Formerly	Execution Date	Entity Type
Snowbear Limited		06/22/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	Tiercel Technology Corp.
Street Address:	259 Third Concession Road
Internal Address:	P.O. Box 490
City:	Princeton
State/Country:	ONTARIO
Postal Code:	N0J1V0
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78450991	ALTITUDE
Serial Number:	75017211	PROSHOVEL
Serial Number:	85443098	PROSHOVEL
Serial Number:	74460602	SNOWBEAR
Serial Number:	76562518	SNOWBEAR
Serial Number:	77859093	SNOWBEAR
Serial Number:	85451682	SNOWBEAR
Serial Number:	77950213	SNOWBEAR ELITE SERIES
Serial Number:	74481563	WINTER WOLF
Serial Number:	78698162	STEELRIDGE

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

OP \$265.00 78450991

via US Mail.

Email: daschnurr@millerthomson.com
Correspondent Name: David J. Schnurr
Address Line 1: 295 Hagey Blvd., Suite 300
Address Line 2: MILLER THOMSON LLP
Address Line 4: Waterloo, ONTARIO N2L6R5

ATTORNEY DOCKET NUMBER:	124404.0008
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	David J. Schnurr
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Signature:	/DAVIDSCHNURR/
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Date:	07/10/2012
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Total Attachments: 4

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ASSIGNMENT

WHEREAS through its own independent investigations the Purchaser has satisfied itself that Snowbear Limited, whose full post office address is 155 Dawson Road, Guelph, ON Canada N1H 1A4, (hereinafter referred to as "Snowbear"), is the registered owner of the trade-mark applications and registrations identified in Appendix "A" (hereinafter referred to as the "Trade-marks");

WHEREAS PricewaterhouseCoopers Inc., whose full post office address is 18 York Street, Suite 2600, Toronto, ON Canada M5J 0B2 was appointed by Order of the Ontario Superior Court of Justice as Receiver of the property, assets and undertaking of Snowbear, including the Trade-marks, on March 28, 2012 (the "Receiver");

WHEREAS by Order of the Superior Court of Justice dated May 2, 2012 (the "Approval and Vesting Order"), the Receiver was authorized and approved to complete the transactions contemplated by the Auction Agreement (as defined in the Approval and Vesting Order);

WHEREAS pursuant to the Approval and Vesting Order upon Century Services Inc., as auctioneer (the "Auctioneer"), completing the sale of any of the assets of Snowbear to a purchaser and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale or similar evidence of purchase to the purchaser, all of Snowbear's right, title and interest in and to the assets described in such bill of sale shall vest absolutely in such purchaser free and clear of all Claims (as defined in the Approval and Vesting Order);

WHEREAS the Purchaser represents that it has done all things required to acquire title to the Trade-marks in accordance with the terms of the Approval and Vesting Order and title in the Trade-marks has vested in the Purchaser pursuant to the Approval and Vesting Order;

WHEREAS the Purchaser, whose full post office address is 259 Third Concession Road, P.O. Box 490, Princeton, On Canada NOJ 1V0 (hereinafter referred to as the "Assignee") is desirous of obtaining this confirmatory assignment document for the purpose of recordal of the assignment in the necessary government intellectual property offices;

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00 CDN) and other good and valuable consideration now paid by the Assignee to the Receiver, the receipt of which is acknowledged, the Receiver declares as follows:

The Receiver irrevocably sells, assigns and transfers unto the Assignee on an "as is, where is" basis without any representation or warranty of any kind, including without limitation any representation or warranty regarding title, validity or registrability, all of Snowbear's right, title and interest, if any, in and to the Trade-marks in the United States, Canada, Europe and throughout the world, and the goodwill of the business pertaining to the Trade-marks in the United States, Canada, Europe and throughout the world, if any.

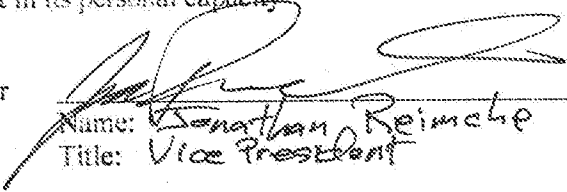
The Receiver undertakes and agrees to execute and deliver, at the request and expense of the Assignee, such further assurances and documents as may be reasonably required in order to give effect to the assignment of rights provided for herein.

This Assignment may be executed by electronic signature, in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Execution of this Assignment may be made by facsimile or electronic mail which, for all purposes, shall be deemed to be an original signature.

Each of the parties has executed and delivered this Agreement on the 22nd day of June, 2012.


PRICEWATERHOUSECOOPERS INC., in its
capacity as Receiver of SNOWBEAR LIMITED and
not in its personal capacity

Per


Name: Jonathan Reimche
Title: Vice President

TIERCEL TECHNOLOGY CORP.

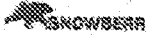


Per


Name: BRUCE SEELEY
Title: PRESIDENT + CEO

APPENDIX A



LIST OF TRADE-MARKS ASSIGNED

I. UNITED STATES

No.	Trade-Mark	Application No.	Registration No.
1.	ALTITUDE	78-450991	3112839
2.	PROSHOVEL	75-017211	2008450
3.	PROSHOVEL	85-443098	
4.	SNOWBEAR AND DESIGN 	74-460602	2002074
5.	SNOWBEAR	76-562518	3402226
6.	SNOWBEAR AND DESIGN 	77-859093	
7.	SNOWBEAR	85-451682	
8.	SNOWBEAR ELITE SERIES	77-950213	
9.	WINTER WOLF AND DESIGN 	74-481563	1871049

II. CANADA

No.	Trade-Mark	Application No.	Registration No.
1.	ALTITUDE	1,222,149	TMA652,909
2.	GLACIER	1,215,624	TMA626,075
3.	PROSHOVEL	1,544,072	---

No.	Trade-Mark	Application No.	Registration No.
4.	SILVERFLEX	1,277,902	TMA728,736
5.	SNOWBEAR	739,773	TMA433,540
6.	SNOWBEAR	1,163,754	TMA646,768
7.	SNOWBEAR	1,182,292	TMA652,925
8.	SNOWBEAR	1,182,292(01)	---
9.	SNOWBEAR & DESIGN 	1,454,924	TMA804,013
10.	SNOWBEAR ELITE SERIES	1,471,524	TMA815,053
11.	WINTER WOLF & DESIGN 	765,530	TMA448,141
12.	PROSHOVEL	1,544,070	---
13.	SILVERFLECK	1,277,901	---

III. EUROPEAN COMMUNITY

No.	Trade-Mark	Application No.	Registration No.
1.	SNOWBEAR	003556834	003556834