

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343591

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Armtec Limited Partnership		06/01/2015	LIMITED PARTNERSHIP: CANADA
RECEIVING PARTY DATA			
Name:	Armtec LP		
Street Address:	Brookfield Place, 181 Bay Street, Suite 300		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2Y3		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3084391	ARMTEC	
Registration Number:	4630774	ARMTEC	
Registration Number:	3083906	BRIDGE-PLATE	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	416-865-8169		
Email:	sdang@torys.com		
Correspondent Name:	Torys LLP c/o Sumeet Dang		
Address Line 1:	79 Wellington St. W., P.O. Box 270		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	13742-2248		
NAME OF SUBMITTER:	Sumeet Dang		
SIGNATURE:	/Sumeet Dang/		
DATE SIGNED:	06/05/2015		
Total Attachments: 5			
source=(2015M06D01) Trademark Assignment Armetec Limited Partnership to Armtec LP#page1.tif			
source=(2015M06D01) Trademark Assignment Armetec Limited Partnership to Armtec LP#page2.tif			

OP \$90.00 3084391

source=(2015M06D01) Trademark Assignment Armetec Limited Partnership to Armtec LP#page3.tif

source=(2015M06D01) Trademark Assignment Armetec Limited Partnership to Armtec LP#page4.tif

source=(2015M06D01) Trademark Assignment Armetec Limited Partnership to Armtec LP#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made and entered into as of June 1, 2015 (the “Effective Date”) by and between Armtec Limited Partnership, the full post office address of whose principal office or place of business is 3300 Highway 7 West, Suite 500, Concord, Ontario, L4K 4M3 (“Assignor”), and Armtec LP, the full post office address of whose principal office or place of business is Brookfield Place, 181 Bay Street, Suite 300, Toronto, Ontario, M5J 2YE (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks listed in Schedule “A” (the “Assigned Marks”);

AND WHEREAS, Assignee is desirous of obtaining Assignor’s entire right, title, property, interest and benefit in, to and under the Assigned Marks;

AND WHEREAS, Assignor and other parties (together with Assignor, “Sellers”) and Assignee entered into a certain Asset Purchase Agreement, dated as of April 29, 2015 (the “Purchase Agreement”) pursuant to which it was agreed that Sellers would sell substantially all of Sellers’ property and assets used in connection with their business to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor confirms that it has sold, assigned, transferred and set over, and does sell, assign, transfer and set over to Assignee, as of the Effective Date, all of Assignor’s right, title, property, interest and benefit in and to the Assigned Marks, together with the goodwill associated with the Assigned Marks, and the goodwill of the business associated with the Assigned Marks, including all rights to sue for past, present and future infringements of the Assigned Marks.

Assignor will, upon request of Assignee and without further consideration but at the expense of the Assignee, provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, models, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively carry out the purposes of this Assignment namely in the implementation or perfection of this Assignment.

This Assignment is executed and delivered pursuant to the Purchase Agreement and is in all respects subject to the terms, conditions and other provisions thereof. Nothing in this Assignment is intended to modify, amend or alter in any respect the rights and obligations of the parties under the Purchase Agreement, which will remain in full force and effect notwithstanding the execution and delivery of this Assignment.

This Assignment may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. A party’s transmission by facsimile or other electronic communication of

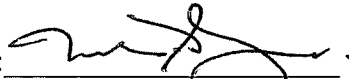
this Assignment duly executed by that party shall constitute effective delivery by that party of an executed copy of this Assignment.

This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

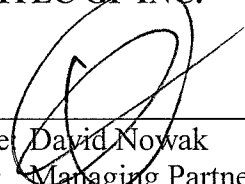
<Remainder of Page Intentionally Blank>

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ARMTEC LIMITED PARTNERSHIP, by its general partner, ARMTEC HOLDINGS LIMITED

By: 
Name: Mark D. Anderson
Title: President and CEO

ARMTEC LP by its general partner, ARMTEC GP INC.

By: 
Name: David Nowak
Title: Managing Partner

Witness Name: David Forrester
Print

Signature: 
Witness Name

Witness Name: David Forrester
Print

Signature: 
Witness Name

[Signature Page to the Trademark Assignment Agreement]

Schedule "A"

Canadian Registered Trademarks

Trademark	Application Number	Registration Number
ARMTEC	1163779	TMA620538
ARMTEC & Design	1505676	TMA815375
ARMTEC INC. & DESIGN	0587024	TMA396825
ARMTEC LIMITED PARTNERSHIP & DESIGN	1231576	TMA666,455
BIG "O"	0322952	TMA169453
BIG 'O'& DESIGN	0574037	TMA344740
BOSS	0612487	TMA372302
BOSS 1000	0692585	TMA409185
BOSS 2000	0692384	TMA409180
BRIDGE-PLATE	1004599	TMA596818
CASTLESTONE	1008149	TMA536584
CIRCLE PAC	673793	TMA400138
CLEARSPAN	1076115	TMA571871
CON-FORCE	0848765	TMA498693
DESIGNWALL	694365	TMA409512
FLEX-BEAM	0199151	UCA030194
FLEXWALL	0432038	TMA241002
HEL-COR	0198077	UCA029410
LANDMARK	694364	TMA443549
LEDGEROCK	673825	TMA392923
MULTI-PLATE	0161127	UCA000261
PEDSLAB	702995	TMA411603
POLY-TITE	0692385	TMA413964
RECTANGE PAC	673789	TMA400137
SHOTBLAST	694366	TMA423257
SILOMIX	0746149	TMA438544
SOLIDE COMME DU BETON	1234372	TMA657433
SQUARE PAC	673797	TMA400139
SUPERSPAN	0511363	TMA305159
TREMCA	0605453	TMA359588
ULTRA STAB	753595	TMA451847
VISION BUILT	1470402	TMA820334
YARDSTONE	1008148	TMA536614
DURA STEP	0255319	TMA118992

Canadian Common Law Trademarks

GROUPE TREMCA
GROUPE TREMCA INC.

United States Registered Trademarks

Trademark	Serial Number	Registration Number
ARMTEC	78270056	3084391
ARMTEC AND DESIGN	85981584	4630774
BRIDGE PLATE	75771643	3083906