

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM350297

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Great Lakes Copper Inc.		07/31/2015	CORPORATION: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Great Lakes Copper Ltd.		
<b>Street Address:</b>	1010 Clarke Road		
<b>City:</b>	London, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	N5V 3B2		
<b>Entity Type:</b>	CORPORATION: NOVA SCOTIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4249194		
<b>Registration Number:</b>	4293204	GL PLUS	
<b>Registration Number:</b>	4305596	GLC	
<b>Registration Number:</b>	3780087	KAMCO	
<b>Registration Number:</b>	3780088	OIL PRO-TEC	
<b>Registration Number:</b>	3780085	AQUA SHIELD	
<b>Registration Number:</b>	3884271	EZ-ROLL	
<b>Registration Number:</b>	3936405	WOL	
<b>Registration Number:</b>	3820241		
<b>Registration Number:</b>	2257474	GAS-TEC	
<b>Serial Number:</b>	85136828	GREAT LAKES COPPER INC.	
<b>Serial Number:</b>	85060426	GL COPPER	
<b>Serial Number:</b>	77966033	GREAT LAKES COPPER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		

CH \$340.00 4249194

**Correspondent Name:** Kim Walker c/o Willkie Farr & Gallagher  
**Address Line 1:** 787 Seventh Avenue  
**Address Line 4:** New York, NEW YORK 10019

**ATTORNEY DOCKET NUMBER:** 060712.10106 KAW

**NAME OF SUBMITTER:** Kim A. Walker

**SIGNATURE:** /kaw-907/

**DATE SIGNED:** 08/04/2015

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of this 31 day of July, 2015 is made by GREAT LAKES COPPER INC., an Ontario corporation (the "Assignor") in favor of GREAT LAKES COPPER LTD., a Nova Scotia corporation (the "Assignee").

**WHEREAS** the Assignor has entered into an assignment and assumption agreement with the Assignee dated as of the date hereof (the "Purchase Agreement");

**AND WHEREAS** the full postal address of the principal office or place of business of the Assignor is 1010 Clarke Road, London, Ontario, N5V 3B2;

**AND WHEREAS** the Assignor is the owner of the trademarks, and the trademark applications and registrations set out in Schedule "A" hereto;

**AND WHEREAS** the full postal address of the principal office or place of business of the Assignee is 1010 Clarke Road, London, Ontario, N5V 3B2;

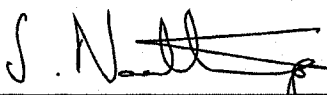
**AND WHEREAS** the Assignor wishes to sell, assign and transfer to the Assignee, and the Assignee wishes to acquire from the Assignor, the Assignor's whole right, title and interest in the said trademarks and registrations;

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby sells, assigns and transfers unto the Assignee, its successors and assigns, the Assignor's whole right, title and interest in and to said trademarks and said trademark applications and registrations listed in Schedule "A", together with the goodwill of any and all business carried on in association with said trademarks, the same to be held by the Assignee as fully and effectually as they would have been held by Assignor, had this sale, assignment and transfer not been made.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

Each of the parties has executed and delivered this Assignment as of the date noted at the beginning of this Assignment.




**GREAT LAKES COPPER INC.**

Per:   
Authorized Signing Officer  
*I have authority to bind the Corporation*


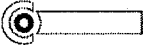
**GREAT LAKES COPPER LTD.**

Per:   
Authorized Signing Officer  
*I have authority to bind the Corporation*

**SCHEDULE "A"****US Trademarks**

<b>Trademark</b>	<b>Application Number</b>	<b>Registration Number</b>
	85/536,110	4,249,194
GL PLUS	85/476,654	4,293,204
 <b>GREAT LAKES COPPER INC.</b>	85/136,828	
GL COPPER	85/060426	
GLC	85/060,409	4,305,596
KAMCO	77/677,543	3,780,087
OIL PRO-TEC	77/677,549	3,780,088
AQUA SHIELD	77/677,508	3,780,085
GREAT LAKES COPPER	77/966,033	4,075,345
EZ-ROLL	77/922,573	3,884,271
WOL	77/915,785	3,936,405
	77/677,527	3,820,241
GAS-TEC	75/120,796	2,257,474

**Canadian Trademarks**

<b>Citation</b>	<b>Application Number</b>	<b>Registration Number</b>
GL PLUS	1,552,177	TMA887,363
 GREAT LAKES COPPER INC.	1,469,291	TMA803,343
GL COPPER	1,484,506	TMA800,968
GLC	1,484,507	TMA804,022
KAMCO	1,425,389	TMA818,842
OIL PRO-TEC	1,426,778	TMA761,350
AQUA SHIELD	1,426,776	TMA765,933
GREAT LAKES COPPER	1,473,043	TMA808,158
EZ-ROLL	1,466,501	TMA785,725
WOL	1,465,429	TMA784,808
	1,427,492	TMA831,135
GAS-TEC	0800371	TMA490,123
FORGE-FIN	0377110	TMA210,325