

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Duff & Phelps Canada Restructuring Inc.		02/03/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Airlite Plastics Co.		
<b>Street Address:</b>	6110 Abbott Drive		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68110		
<b>Entity Type:</b>	CORPORATION: NEBRASKA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1980199	POLYSTEEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124635001		
<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>	3124635000		
<b>Email:</b>	bwptotm@bannerwitcoff.com		
<b>Correspondent Name:</b>	Jon O. Nelson		
<b>Address Line 1:</b>	10 S. Wacker Drive		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	006538.00144		
<b>NAME OF SUBMITTER:</b>	Jon O. Nelson		
<b>SIGNATURE:</b>	/Jon O. Nelson/		
<b>DATE SIGNED:</b>	11/25/2015		
<b>Total Attachments: 50</b>			
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CH \$40.00 1980199



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
Attorney Docket No. 006538.00144

In the Registration of: )  
 )  
Trademark: POLYSTEEL )  
 )  
Registration No. 1,980,199 )  
 )  
Registered: June 11, 1996 )

**STATEMENT**

On or about December 9, 2013 Duff & Phelps Canada Restructuring Inc. was appointed Receiver (Exhibit A) of all assets including U.S. Trademark Registration No. 1,980,199 (Exhibit B) of, *inter alia*, APS Holdings, LLC, the then owner of U.S. Trademark Registration No. 1,980,199. Subsequently, on or about February 3, 2014, Assignor, Duff & Phelps Canada Restructuring Inc., by Assignment (Exhibit C), did assign and transfer, *inter alia*, U.S. Registration No. 1,980,199 including the goodwill thereof to Airlite Plastics Co. (Assignee).


The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. Section 1001, and that such willful false statements, and the like, may jeopardize the validity of this Statement and U.S. Registration No. 1,980,199 or any associated rights, goodwill and interest therein (the Trademark), declares that he is properly authorized to execute this application on behalf of the Assignee; he believes the Assignee to be the owner of the Trademark, and he believes applicant to be entitled to use such Trademark in commerce; to the best of his knowledge and belief no other person, firm, corporation, or association has the right to use the Trademark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used

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on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; and that all statements made of his own knowledge are true; and that all statements made on information and belief are believed to be true.

Respectfully submitted,

Date: November 25, 2015

By:   
\_\_\_\_\_  
Jon O. Nelson  
BANNER & WITCOFF, LTD.  
Ten South Wacker Drive  
Chicago, IL 60606  
(312) 463-5000

Attorney for Assignee

# EXHIBIT A

Schedule "A" *AB*

CV-13-10353-0066  
Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

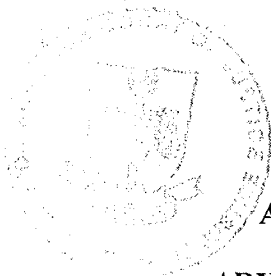
THE HONOURABLE MR )  
JUSTICE MORAWETZ )  
)

MONDAY, THE 9<sup>TH</sup>  
DAY OF DECEMBER, 2013

COMERICA BANK

Applicant

- and -



ARXX BUILDING PRODUCTS INC.  
ARXX CORPORATION  
ARXX BUILDING PRODUCTS U.S.A. INC.  
ECB HOLDINGS, LLC  
APS HOLDINGS, LLC  
UNISAS HOLDINGS, LLC  
ECO-BLOCK INTERNATIONAL, LLC

Respondents

ORDER

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Duff & Phelps Canada Restructuring Inc. ("D&P") as receiver (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of ARXX Building Products Inc., ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UNISAS Holdings, LLC and Eco-Block International, LLC (collectively the "Debtor") acquired for, or used in relation to a business carried on by the Debtor, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Michael Moore sworn December 6, 2013 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, no one appearing for counsel for the Respondents although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and on reading the consent of Duff & Phelps Canada Restructuring Inc. to act as the Receiver,

### **SERVICE**

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.
2. THIS COURT ORDERS THAT the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/to-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission.

### **APPOINTMENT**

3. THIS COURT ORDERS that pursuant to section 243(1) of the BIA and section 101 of the CJA, Duff & Phelps Canada Restructuring Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (the "Property").

### **RECEIVER'S POWERS**

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (g) to settle, extend or compromise any indebtedness owing to the Debtor;



- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (i) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (j) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (k) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (l) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
  - (i) without the approval of this Court in respect of any transaction not exceeding \$100,000, provided that the aggregate consideration for all such transactions does not exceed \$500,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, or any similar legislation having similar effect in any other applicable

jurisdiction, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (m) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (n) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (o) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (p) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada; and

- (t) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. THIS COURT ORDERS that (i) the Debtor, (ii) all of the Debtor's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, (iii) any supplier in possession of moulds ("Moulds"), inventory or other goods (jointly, "Inventory") owned by the Debtor and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that the release of any Moulds and Inventory that are the subject of a valid possessory lien shall be delivered to the Receiver on the basis that the holder of such a lien shall be entitled to a non-possessory lien against any proceeds of sale of such Moulds or Inventory with such non-possessory lien having the same priority and being equal in amount to the value of its possessory lien immediately prior to release of the Moulds or Inventory to the Receiver.

7. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that

nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

9. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY**

10. THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

**NO EXERCISE OF RIGHTS OR REMEDIES**

11. THIS COURT ORDERS that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

**NO INTERFERENCE WITH THE RECEIVER**

12. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

**CONTINUATION OF SERVICES**

13. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to continue to purchase goods from the Respondents' suppliers, and continue to use the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

### **EMPLOYEES**

15. THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

### **PIPEDA**

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all

material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

#### **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the

Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

#### **FUNDING OF THE RECEIVERSHIP**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant, by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.



23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **GENERAL**

26. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

27. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.

28. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

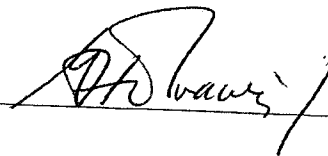
29. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within

proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

30. THIS COURT ORDERS THAT the Receiver be at liberty and is hereby authorized and empowered to apply as foreign representative to the United States Bankruptcy Court for relief pursuant to the *United States Bankruptcy Code*, 11 U.S.C. §§101-1330, as amended and if such relief is granted is authorized to take such other steps with respect thereto as it may deem appropriate from time to time.

31. THIS COURT ORDERS that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the Debtor's estate with such priority and at such time as this Court may determine.

32. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.



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ENTRÉES DE L'IMPRIE À TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:



DEC - 9 2013

**SCHEDULE "A"**  
**RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that Duff & Phelps Canada Restructuring Inc., the receiver (the "Receiver") of the assets, undertakings and properties ARXX Building Products Inc., ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, UNISAS Holdings, LLC and Eco-Block International, LLC acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the 9<sup>th</sup> of December, 2013 (the "Order") made in an action having Court file number \_\_\_\_\_-CL-\_\_\_\_\_, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_\_ day of December, 2013.

Duff & Phelps Canada Restructuring Inc., solely  
in its capacity as Receiver of the Property, and  
not in its personal capacity

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

Name:

Title:

COMERICA BANK  
Applicant

ARXX BUILDING PRODUCTS INC., et al  
Respondents

Court File No: CV-13-10353-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

Proceeding commenced at Toronto

**ORDER**

**MCMILLAN LLP**  
Brookfield Place,  
181 Bay Street, Suite 4400  
Toronto ON M5J 2T3, Canada

**Brett Harrison** LS#: 44336A  
brett.harrison@mcmillan.ca  
Tel: (416) 865-7932  
Fax: (416) 865-7048

Lawyers for the Applicant

# EXHIBIT B

Int. Cl.: 19

Prior U.S. Cls.: 1, 12, 33, and 50

United States Patent and Trademark Office

Reg. No. 1,980,199

Registered June 11, 1996

**TRADEMARK  
PRINCIPAL REGISTER**

**POLYSTEEL**

BERRENBURG ENTERPRISES, INC. (NEW  
MEXICO CORPORATION), DBA AMERICAN  
POLYSTEEL FORMS,  
5150-F EDITH BLVD. NE  
ALBUQUERQUE, NM 87107

FIRST USE 5-11-1994; IN COMMERCE  
10-10-1995.

OWNER OF U.S. REG. NO. 1,654,911.

SN 74-564,212, FILED 8-22-1994.

FOR: INSULATED CONCRETE FORMS, IN  
CLASS 19 (U.S. CLS. 1, 12, 33 AND 50).

RANDY RICARDO, EXAMINING ATTORNEY

# EXHIBIT C



## ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

**THIS ASSIGNMENT AGREEMENT** is made as of February 3, 2014 by and between Duff & Phelps Canada Restructuring Inc., in its capacity as the Court-appointed receiver of ARXX Building Products Inc., ARXX Corporation, ARXX Building Products U.S.A. Inc., ECB Holdings, LLC, APS Holdings, LLC, Unisas Holdings, LLC, and Eco-Block International, LLC, and not in its personal capacity, having its principal place of business at 333 Bay Street, 14<sup>th</sup> Floor, Toronto, Ontario, M5H 2R2 (the "Assignor") and Airlite Plastics Co., a corporation incorporated pursuant to the laws of Nebraska, having its registered office and principal place of business located at 6110 Abbott Drive, Omaha, Nebraska, 68110 (the "Assignee").

**WHEREAS** the Assignor and the Assignee are parties to an Asset Purchase Agreement dated December 19, 2013, pursuant to which the Assignor has agreed to, among other things, assign to the Assignee all of the Assignor's worldwide right, title and interest in and to all of Assignor's intellectual property including, but not limited to, the intellectual property listed in Schedule "A" hereto (the "Intellectual Property").

**NOW, THEREFORE** in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Subject to and in accordance with the provisions of the Purchase Agreement, the Assignor hereby sells, assigns, conveys, transfers and sets over to the Assignee all of the Assignor's worldwide right, title and interest of any nature whatsoever in and to the Intellectual Property, including all common law rights, and the right to recover for any and all claims and causes of action with respect to any of the Intellectual Property whether accruing before, on and/or after the date hereof, including including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignor irrevocably waives all of the Assignor's non-assignable rights in respect of the Intellectual Property, including but not limited to any moral rights in any copyright works that form part of the Intellectual Property.

Assignment of all of the Assignor's worldwide right, title, and interest in respect of the Intellectual Property in patents and patent applications, including patents and patent applications set forth in Schedule A, includes but is not limited to all issuances, divisions, continuations, continuations-in-part, reissues, corresponding foreign patents and patent applications, patents and patent applications claiming priority thereto, extensions, re-examinations, registrations, and renewals thereof.

Assignment of all of the Assignor's worldwide right, title, and interest in respect of Intellectual Property in trademark registrations, including trademark registrations set forth in

Schedule A, includes but is not limited to all goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof.

Assignment of all of the Assignor's worldwide right, title, and interest in Intellectual Property comprised of works and copyrights, including copyright registrations set forth in Schedule A, includes but is not limited to all issuances, extensions, reversionary rights, and renewals thereof.

The Assignor covenants with the Assignee that the Assignor will, from time to time, and at the expense of the Assignee, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by the Assignee for completely carrying out this instrument or for the purpose of registration or otherwise, including but not limited to that the Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials throughout the world to record and register this Assignment of Intellectual Property Agreement upon request by the Assignee. In addition, the Assignor shall, at the expense of the Assignee, take such steps and actions following the date hereof, including the execution of any documents, declarations, files, registrations, or other similar items, to ensure that the Intellectual Property is properly assigned to the Assignee, or any assignee or successor thereto.

This instrument shall enure to the benefit of the Assignee, its successors and assigns.

This instrument shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to the principles of conflict of laws thereof.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this instrument as of the date first written above.

**AIRLITE PLASTICS CO.**

By: Patrick J. Kenealy  
Name: Patrick J. Kenealy  
Title: Assistant Secretary and Treasurer

**DUFF & PHELPS CANADA  
RESTRUCTURING INC.**, in its capacity as the  
Court-appointed receiver of ARXX Building  
Products Inc., ARXX Corporation, ARXX  
Building Products U.S.A Inc., ECB Holdings,  
LLC, APS Holdings, LLC, Unisas Holdings,  
LLC, and Eco-Block International, LLC, and not  
in its personal capacity

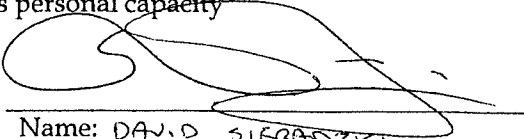
By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

**AIRLITE PLASTICS CO.**

By: \_\_\_\_\_  
Name:  
Title:

**DUFF & PHELPS CANADA  
RESTRUCTURING INC.**, in its capacity as the  
Court-appointed receiver of ARXX Building  
Products Inc., ARXX Corporation, ARXX  
Building Products U.S.A Inc., ECB Holdings,  
LLC, APS Holdings, LLC, Unisas Holdings,  
LLC, and Eco-Block International, LLC, and not  
in its personal capacity

By:   
Name: DAVID SIEGRASZEK  
Title: MANAGING DIRECTOR

**SCHEDULE "A"**

**Intellectual Property**

See attached.

#11041110

**TRADEMARK**  
**REEL: 005676 FRAME: 0917**

**INTELLECTUAL PROPERTY**  
**ARXX BUILDING PRODUCTS INC.**  
**PATENTS**

Country	Application Number	Patent Number	Title
CA	2,159,318	2,159,318	Concrete Form Walls
CA	2,193,630	2,193,630	Web Member for Concrete Form Walls
CA	2,244,537	2,244,537	Buck for Use With Insulated Concrete Forms
CA	2,256,261	2,256,261	One-Sided Insulated Formwork
CA	2,360,710	2,360,710	Temporary Bracing System for Insulated Wall Form and Method
CA	2,367,016	2,367,016	Bridging Member for Concrete Form Walls
CA	2,389,313	2,389,313	Building Component for Concrete Form Walls Incorporating a Supporting Shelf
CA	2,631,947	2,631,947	One-Sided Insulated Formwork
CA	2,704,828	2,704,828	Bridging Member for Concrete Form Walls
US	08/041,412	5,390,459	Concrete Form Walls
US	08/262,505	5,657,600	Web Member for Concrete Form Walls
US RE	09/374,598	RE 41,994	Web Member for Concrete Form Walls
US	08/772,090	5,809,727	Web Member for Concrete Form Walls
US	09/127,792	6,530,185	Buck for Use with Insulated Concrete Forms
US	09/213,176	6,250,024	Temporary Bracing for Insulated Concrete Form Walls and Method
US	09/218,616	6,314,694	One-Sided Insulated Formwork
US	09/984,668	7,114,296	Temporary Bracing System for Insulated Wall Form and Method
US	10/266,635	7,032,357	Bridging Member for Concrete Form Walls
US	11/295465	7,284,351	Bridging Member for Concrete Form Walls
US	11/856,593	7,654,052	Bridging Member for Concrete Form Walls
US	61/390,882	Expired Provisional	Hinged Corner Form for an Insulating Concrete Form

			System
US	13/267,514	Pending	Hinged Corner Form for an Insulating Concrete Form System
CA	2,754,966	Pending	Hinged Corner Form for an Insulating Concrete Form System

#11041110


**TRADEMARK**  
**REEL: 005676 FRAME: 0919**

ARXX BUILDING PRODUCTS INC.


TRADEMARKS


Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
CA	TMA496,055	A GRADE ABOVE	"Building components, namely prefabricated units for constructing permanent concrete form walls, connecting webs for concrete form walls; strapping for concrete form walls; high density foam building insulation, door and window frames and fittings therefor"  "Consulting services in wall and building construction"	06/16/98	06/16/13 - not renewed
CA	TMA446,731	AAB	"Building components; namely, prefabricated units for constructing permanent concrete form walls, connecting webs for concrete form walls"  "Consulting services in wall and building construction"	08/25/95	08/25/10 - not renewed  Expunged 04/07/11
CA	TMA568,314	ARXX	"Building materials, namely prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, foam	10/01/02	10/01/17



Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			<p>building insulation, door and window frames and fittings therefor"</p> <p>"Consulting services in wall and building construction; training services in wall and building construction; training builders in the use of insulated concrete wall form systems and their application to specific construction projects"</p>		
CA	TMA568,219		<p>"Building materials, namely, prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, foam building insulation, door and window frames and fittings therefor"</p> <p>"Consulting services in wall and building construction; training services in wall and building construction; training builders in the use of insulated concrete wall form systems and their application to specific construction"</p>	09/30/02	09/30/17

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			projects"		
CA	TMA520,491	THE MAXX	"Building components, namely prefabricated units for constructing permanent concrete form walls, connecting webs for concrete form walls; strapping for concrete form walls; high density foam building insulation, door and window frames and fittings therefor"  "Consulting services in wall and building construction"	12/14/99	12/14/14
CZ	247112	ARXX	"Building materials, especially prefabricated components and wholes for durable (permanent) concrete wall building and shaped walls, joining ribs (components) for concrete walls and non-metallic shaped walls, joining stirrups, strapping for concrete walls and shaped walls, prefabricated components and wholes including foam building insulations for building of durable (permanent) concrete walls and shaped walls, door and window frames"	09/24/02	Lapsed per Arxx's instructions.

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			<p>"Providing training and instructions in walls and buildings buildup, training of builders about using systems of concrete wall isolation and their use for specific building projects"</p> <p>"Consultant services while walls and buildings construction"</p>		
CZ	247111		<p>"Building materials, especially prefabricated components and wholes for durable (permanent) concrete wall building and shaped walls, joining ribs (components) for concrete walls and non-metallic shaped walls, joining stirrups, strapping for concrete walls and shaped walls, prefabricated components and wholes including foam building insulations for building of durable (permanent) concrete walls and shaped walls, door and window frames"</p> <p>"Providing training and instructions in walls and buildings buildup, training of builders about using systems of concrete wall isolation and</p>	09/30/02	Lapsed per Arxx's instructions.

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			<p>their use for specific building projects"</p> <p>"Consultant services while walls and buildings construction"</p>		
EU	2108827	ARXX	<p>"Building materials, namely prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, foam building insulation, door and window frames and fittings therefor"</p> <p>"Consulting services in wall and building construction"</p> <p>"Training services in wall and building construction; training builders in the use of insulated concrete wall form systems and their application to specific construction projects"</p>	10/31/02	02/28/11 Lapsed per Arxx's instructions.
EU	2108843		<p>"Building materials, namely prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, foam</p>	07/04/03	Lapsed per Arxx's instructions.

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			<p>building insulation, door and window frames and fittings therefor (as far as comprised in class 19"</p> <p>"Consulting services in wall and building construction"</p> <p>"Training services in wall and building construction; training builders in the use of insulated concrete wall form systems and their application to specific construction projects"</p>		
RU	227915	ARXX	<p>"Metal building materials, namely prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, door and window frames and fittings thereof"</p> <p>"Building materials (non-metallic), namely prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, foam building insulation,</p>	11/14/02	Lapsed per Arxx's instructions.

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			<p>door and window frames and fittings thereof"</p> <p>"Consulting services in wall and building construction"</p> <p>"Training services in wall and building construction; training builders in the use of insulated concrete wall form systems and their application to specific construction projects"</p>		
RU	225810	<b>arxx</b>	<p>"Metal building materials, namely prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, door and window frames and fittings thereof"</p> <p>"Building materials (non-metallic), namely prefabricated units for constructing permanent concrete walls and form walls, connecting webs for concrete walls and form walls, strapping for concrete walls and form walls, foam building insulation, door and window frames and fittings</p>	10/28/02	02/28/11 Lapsed per Arxx's instructions.



Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			thereof" "Consulting services in wall and building construction" "Training services in wall and building construction; training builders in the use of insulated concrete wall form systems and their application to specific construction projects"		
US	2,583,429	ARXX	"Training services, namely, training builders in the use of insulated concrete wall form systems and their application to specific construction projects"	06/18/02	06/18/22
US	2,583,430	ARXX	"Consulting services in wall and building construction"	06/18/02	06/18/22
US	2,650,175	ARXX	"Building components, namely plastic webs for use in prefabricated units comprised of polystyrene panels connected by plastic webs for forming and constructing concrete walls; and building components, namely prefabricated units comprised of polystyrene panels connected by plastic webs for forming and constructing concrete	11/12/02	11/12/22


Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			walls"		
US	2,568,368	<b>arxx</b>	"Consulting services in wall and building construction"	05/07/02	05/07/22
US	2,572,135	<b>arxx</b>	"Training services, namely, training builders in the use of insulated concrete wall form systems and their application to specific construction projects"	05/21/02	05/21/22
US	2,650,267	<b>arxx</b>	"Building components, namely plastic webs for use in prefabricated units comprised of polystyrene panels connected by plastic webs for forming and constructing concrete walls; and building components, namely prefabricated units comprised of polystyrene panels connected by plastic webs for forming and constructing concrete walls"	11/12/02	11/12/22
US	2,330,065	THE MAXX	"Non-metal building materials, namely, prefabricated units for constructing permanent concrete form walls, connecting webs for concrete form walls, strapping for	03/14/00	Cancelled/expired 10/15/10



Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			<p>concrete form walls, door and window frames and fittings therefor, and high density foam building insulation sold in connection therewith"</p> <p>"Consulting services in wall and building construction"</p>		
US	3,819,067	ARXX	<p>"Alignment systems to be used with insulated concrete walls, namely, metal beams, metal scaffolding bracket and metal alignment brace."</p> <p>"Wall system consisting of molded expanded polystyrene (EPS) insulation panels that are connected by cross ties for use in wall systems; sealing and insulating materials to control moisture for below grade walls."</p> <p>"Non-metal windows, non-metal doors, and concrete flooring to be used with insulated concrete walls; plastic buck for framing a window and/or door opening in an insulated concrete form; building construction materials, namely,</p>	07/13/10	07/13/16

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			<p>fiber tape and fiber mesh that become a permanent part of the building envelope."</p> <p>"Accessories to be used with insulated concrete walls, namely, non-metal hooks, non-metal claws; non-metal fasteners being bolts, nails, rivets, and screws for foundation wrap. "</p> <p>"Consulting services in wall and building construction."</p> <p>"Training services in wall and building construction, training builders in the use of insulated concrete wall form systems and their application to specific construction projects."</p>		
CA	1421412	ARXX ELEMENTS	<p>Wares: (1) Building materials; (2) Publications, namely, publications in the field of wall and building construction; electronic publications, namely, publications in the field of wall and building construction.</p> <p>Services: (1) Training services in</p>	12/11/2008	Abandoned July 16, 2010

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
			wall and building construction, training builders in the use of insulated concrete wall form systems and their application to specific construction projects; (2) Consulting services in wall and building construction.		
CA	1421413	ARXX ELEMENTS & Design 	Same as ARXX ELEMENTS (immediately above)	12/11/2008	Abandoned July 16, 2010
CA	1419708 TMA767,424	ARXX Design 	Wares: (1) Building materials; namely, insulation-based wall assembly (2) Publications, namely, publications in the field of wall and building construction; electronic publications, namely, publications in the field of wall and building construction. Services: (1) Training services in wall and building construction, training builders in the use of insulated concrete wall form systems and their application to specific construction projects; (2) Consulting services in wall and building	11/26/2008 Registered 20 <sup>M</sup> ay 19,	05/19/25

Country	Reg./App No.	Mark	Identification of Goods and Services	Reg./Filing Date	Exp. Date
CA	1500536 TMA817,639	ARXX Refit & Design 	construction. Thermal Insulation	10/21/2010 Registered on 02/15/2012	02/15/2027

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**TRADEMARK**  
**REEL: 005676 FRAME: 0932**

ARXX BUILDING PRODUCTS INC.

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Country	Reg. No.	Claimant	Title	Reg. Date
US	TX0004751225	AAB Building Systems, Inc.	Blue Maxx--stronger, safer, superior : a product of AAB Building Systems, Inc.	10/20/98

#11041110

TRADEMARK  
REEL: 005676 FRAME: 0933

**APS HOLDINGS, LLC**

**PATENTS**

<b>Serial No.</b>	<b>Patent No. Publication No.</b>	<b>Filing Date</b>	<b>Issue Date Publication Date</b>	<b>Title</b>
<b>United States</b>				
11/618,980	7,827,752	01/02/2007	11/9/2010	Insulating Concrete Form
10/656,359	7,415,804	09/04/2003	8/26/2008	Insulated Concrete Form and Welded Wire Form Tie
07/183,730	4,879,855 (expired)	04/20/1988	11/14/1989	Attachment and Reinforcement Member for Molded Construction Forms
<b>PCT</b>				
PCT/US07/60042	WO 2008/136819	01/03/2007	11/13/2008	Insulated Concrete Form
PCT/US03/27980	WO 2004/022881	09/05/2003	03/18/2004	Insulated Concrete Form and Welded Wire Form Tie
<b>India</b>				
530/KOLNP/2005 (Abandoned)	227334	03/30/2005	1/6/2009	Insulated Concrete Form and Welded Wire Form Tie
<b>Ukraine</b>				
A 2005 02277 (Abandoned)	87,967	03/14/2005	9/10/2009	Insulated Concrete Form and Welded Wire Form Tie
<b>Russian Federation</b>				
2005 108562 (To be abandoned)	2,338,847	04/05/2005	11/20/2008	Insulated Concrete Form and Welded Wire Form Tie
<b>Australia</b>				

Serial No.	Patent No. Publication No.	Filing Date	Issue Date Publication Date	Title
2003 265971 (Abandoned)	2003 265971	03/17/2005	5/7/2009	Insulated Concrete Form and Welded Wire Form Tie
<b>New Zealand</b>				
538974	538974	03/21/2005	12/11/2008	Insulated Concrete Form and Welded Wire Form Tie
<b>Canada</b>				
2498002	2498002	09/05/2003	12/21/2010	Insulated Concrete Form and Welded Wire Form Tie
601,899	1,310,201 (expired)	06/06/1989	11/17/1992	Attachment and Reinforcement Member for Molded Construction Forms
2,635,776		01/03/2007	07/11/2007	Insulating Concrete Form
<b>China</b>				
03824529.9 (Abandoned)	1688816 (A)	04/22/2005	10/26/2005	Insulated Concrete Form and Welded Wire Form Tie
<b>European Patent Office</b>				
03794656.3	EP 1540116	04/01/2005	06-16-2005	Insulated Concrete Form and Welded Wire Form Tie
07873295.5	2010734	08/08/2008	10/26/2011 Validated in Great Britain and France	Insulating Concrete Form
<b>Japan</b>				
2004 534707 (abandoned)	2005538280 (T)	03/07/2005	12/15/2005	Insulated Concrete Form and Welded Wire Form Tie

Serial No.	Patent No. Publication No.	Filing Date	Issue Date Publication Date	Title
<b>Mexico</b>				
PA/A/2005/002579	268513	03/04/2005	7/21/2009	Insulated Concrete Form and Welded Wire Form Tie
<b>United Arab Emirates</b>				
689/2008 (To be abandoned)		07/13/2008		Insulating Concrete Form



A P S H O L D I N G S , L L C

T R A D E M A R K S

COUNTRY	REG. NO.	MARK	IDENTIFICATION OF GOODS AND SERVICES	REG. DATE	EXP. DATE
WIPO/GB	M876058	POLYSTEEL	"Insulated concrete forms"	01/06/2006	01/06/16
WIPO/GB	M876059	POLYSTEEL WE'RE BUILDING A BETTER WORLD (with design)	"Insulated concrete forms"	01/06/2006	01/06/16
US	3,021,980	POLYPRO	"Insulating concrete forms"	11/29/2005	11/29/15
WIPO/GB	M876057	POLYPRO	"Insulated concrete forms"	01/06/2006	01/06/16

**ECB HOLDINGS, LLC**

**PATENTS**

<b>TITLE</b>	<b>FILING DATE</b>	<b>SERIAL NO./ PUBLICATION NO.</b>	<b>PATENT NO/ ISSUE DATE</b>
Concrete Form System	07/24/97	08/899,960	5,887,401 3/30/1999
Insulated Concrete Form (Method of Making Tilt-Up)	01/16/98	09/008,437	6,170,220 1/9/2001
Concrete Form System and Method (Connector Link)	10/25/99	09/426,572	6,314,697 11/13/2001
Concrete Form System and Method (Corner Web Member)	10/25/99	09/427,373	6,318,040 11/20/2001
Concrete Form System and Method (Ledge Assembly)	10/25/99	09/427,374	6,336,301 1/8/2002
Insulated Concrete Form (System & Tilt-Up Structure)	09/01/00	09/654,024	6,363,683 4/2/2002
Tilt-Up Wall (Wet Set Method and Structure with Anchors)	03/29/01	09/821,299	6,481,178 11/19/2002
Concrete Structures Formed Using Texas-T and a Flexible Linking Member	05/03/01	09/848,398	6,609,340 8/26/2003
Latching Design for Web Members and Connectors Used in a Concrete Structure	05/03/01	09/848,595	6,438,918 8/27/2002
Concrete Structure Formed Using Plywood Sheet and EPS Side Panel	05/03/01	09/848,736	6,526,713 3/4/2003

**ECB HOLDINGS, LLC**

**TRADEMARKS**

<b>COUNTRY</b>	<b>REG. NO.</b>	<b>MARK</b>	<b>IDENTIFICATION OF GOODS AND SERVICES</b>	<b>FILING DATE</b>	<b>ISSUE DATE</b>	<b>EXP. DATE</b>
US	2,452,783	ECO-Block	"Non-metal insulating concrete forms for use in the construction industry."	12/09/99	05/22/01	05/22/21
CA	531,359	ECO-Block	"Insulating concrete forms for use in the construction industry"	07/09/98	08/17/00	08/17/15
Australia	981,020	ECO-Block	"Building materials (non-metallic); non-metallic insulating concrete forms for use in the construction industry"	12/05/03	11/1/04	12/05/13
NZ	700,660	ECO-Block	"Building materials (non-metallic); non-metallic insulating concrete forms for use in the construction industry"	09/01/03	02/10/05	09/01/13
Kuwait	59,529	ECO-Block	"Non-metal insulating concrete forms for use in the construction industry"	09/24/05	08/16/06	09/23/15
Bahrain	45,664	ECO-Block	"Non-metal insulating concrete forms for use in the construction industry"	10/04/05	05/05/08	10/04/15

ARXX CORPORATION

PATENTS

Country	Application Number	Patent Number	Title
US	12/790,267	8,205,406	Wall Clip and Shim Adapted for Insulating Concrete Walls and Similar Materials
US	13/474,520	8,443,556	Wall Clip and Shim Adapted for Insulating Concrete Walls and Similar Materials
CA	2,732,490		Wall Clip and Shim Adapted for Insulating Concrete Walls and Similar Materials
EP	11167779.5		Wall Clip and Shim Adapted for Insulating Concrete Walls and Similar Materials

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