

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379401

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|---|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FLS Transportation Services Inc. | | 03/01/2016 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | FLS Transportation Services Limited | | |
| Street Address: | 333 Decarie Blvd., Suite 250 | | |
| City: | Montreal | | |
| State/Country: | CANADA | | |
| Postal Code: | H4N 3M9 | | |
| Entity Type: | Limited Liability Company: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1901946 | FLS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | sdang@torys.com | | |
| Correspondent Name: | Sumeet Dang | | |
| Address Line 1: | 79 Wellington St. West, Suite 3000 | | |
| Address Line 4: | Toronto, CANADA M5K 1N2 | | |
| ATTORNEY DOCKET NUMBER: | 38438-2001 | | |
| NAME OF SUBMITTER: | Sumeet Dang | | |
| SIGNATURE: | /Sumeet Dang/ | | |
| DATE SIGNED: | 04/05/2016 | | |
| Total Attachments: 6 | | | |
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OP \$40.00 1901946

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of March 1, 2016, by and between FLS Transportation Services Inc., a Canadian corporation (the "Assignor"), and FLS Transportation Services Limited, a British Columbia limited liability company (the "Assignee" and, together with the Assignor, the "Parties" and each individually, a "Party").

WHEREAS, the Assignor is the record owner of the trademarks and trademark registrations and applications, together with the goodwill of the business connect with the use of, or symbolized by the foregoing, identified on Schedule "A" attached hereto (the "Assigned Marks"); and

WHEREAS, pursuant to that certain Acquisition Agreement, dated as of January 13, 2016, by and among the Assignee, the Assignor, FLS Intermediate 2 ULC, a British Columbia unlimited liability company, and FLS Holdings ULC, a British Columbia unlimited liability company (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Acquisition Agreement"), the Assignor agreed to assign to the Assignee, and the Assignee agreed to acquire from the Assignor, the Assigned Marks, upon the terms and subject to the conditions set out in the Acquisition Agreement.

NOW, THEREFORE, for good and valuable consideration paid or payable to the Assignor by the Assignee pursuant to the Acquisition Agreement and in consideration of the mutual covenants contained herein and therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Acquisition Agreement.
2. Assignment of Assigned Marks. The Assignor hereby assigns to the Assignee, and the Assignee hereby accepts, all of the Assignor's right, title, and interest in and to the Assigned Marks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, products, proceeds, damages and payments hereafter due or payable with respect to the Assigned Marks, the right to prosecute, maintain and defend the Assigned Marks before any public or private agency, office or registrar, together with the right to sue and recover damages or lost profits for all causes of action (either in law or in equity), and all rights corresponding thereto throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made. The assignments contemplated herein are meant to be absolute assignments and not by way of security. The Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States

Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record the Assignee as the assignee of all of the Assignor's right, title and interest in, to and under the Assigned Marks and to deliver to the Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Conflict with the Acquisition Agreement. The sale, assignment, transfer, conveyance and delivery of the Assigned Marks made hereunder is made in accordance with and subject to the Acquisition Agreement (including, without limitation, the representations, warranties, covenants, agreements and indemnities contained therein). In the event of a conflict between the terms and conditions of this Assignment, and the terms and conditions of the Acquisition Agreement, the terms and conditions of the Acquisition Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the Parties contained in the Acquisition Agreement or the survival thereof, it being understood that this Assignment is solely to confirm the transfer of the Assigned Marks set forth in Section 2.1(b) of the Acquisition Agreement, and if necessary, to provide evidence of such transfer to third parties.
4. Further Assurances. Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Assignment that the other Party may reasonably require, for the purposes of giving effect to this Assignment.
5. Notices. Any notice, request or other document to be given hereunder to either Party shall be given in the manner specified in the Acquisition Agreement.
6. Severability. The provisions of this Assignment will be deemed severable, and, if any provision of this Assignment, or the application of any provision of this Assignment in any circumstance is adjudicated by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, for any reason or in any jurisdiction, such validity, legality or enforceability shall not affect any other provision of this Assignment or invalidate or render unenforceable any provision of this Assignment in any other circumstance or any other jurisdiction.
7. Amendment and Modification. To the extent permitted by Law, this Assignment may only be amended or modified by a subsequent written instrument signed by both Parties.
8. Assignment. Neither this Assignment nor any of the rights, interests or obligations hereunder shall be assigned or otherwise transferred by any Party (whether by operation of Law or otherwise) without the prior written consent of the other Party. Subject to the preceding sentence, this Assignment will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns. Notwithstanding the foregoing, the Assignee may (i) designate one or more of its Affiliates to perform its obligations hereunder (provided, that such designation shall not relieve the Assignee of any of its obligations hereunder), (ii) assign its rights under this

Assignment to any of its or its Affiliates' financing sources for collateral purposes and (iii) assign any or all of its rights to any third-party who subsequently purchases all or substantially all of the equity rights or assets of the Assignee.

9. Counterparts. This Assignment may be executed by the Parties in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. This Assignment may be executed and delivered by facsimile or other electronic transmission ("Electronic Delivery") and shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment. At the request of either Party, the other Party shall re-execute the original form of this Assignment and deliver such form to the other Party. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.
10. Governing Law; Jurisdiction. This Assignment, its construction and the determination of any contractual or non-contractual rights, duties or remedies of the Parties arising out of or relating to this Assignment will be governed by, enforced under and construed in accordance with the Laws of the Province of Québec and the Laws of Canada applicable therein, without giving effect to the conflict or choice of law rules thereof. Except in connection with any Indemnified Claim brought against an Indemnified Party, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Québec and elect domicile in the City of Montreal with respect to any matter relating to the execution or construction of this Assignment or the exercise of any right or the enforcement of any obligation arising hereunder, and each Party agrees to the enforcement of any Order of such court by any competent court having jurisdiction where such Party may have assets.
11. Entire Agreement. This Assignment, together with the Acquisition Agreement, constitutes the entire agreement between the Parties with respect to the subject matter of this Assignment and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

ASSIGNOR:

FLS TRANSPORTATION SERVICES INC.

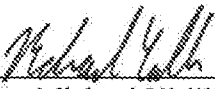
By: 

Name: Michael Flinker

Title: President

ASSIGNEE:

FLS TRANSPORTATION SERVICES LIMITED

By: 

Name: Michael Yirilli

Title: Vice President and Treasurer

Schedule "A"

| Trademark | Application/ Registration No. | Jurisdiction |
|-----------------------------|--------------------------------------|--------------------------|
| FLS & Design | TMA409392 | Canada |
| FLS Transport & Design | TMA676535 | Canada |
| FLS Transportation & Design | TMA676536 | Canada |
| FLS Transportation & Design | TMA911294 | Canada |
| FLS & Design | 1901946 | United States of America |