

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI13757

<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>
ISPAN SYSTEMS LP		01/22/2024	Limited Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	BAILEY METAL PRODUCTS LIMITED		
<b>Street Address:</b>	1 Caldari Road		
<b>City:</b>	Concord		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4K3Z9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3570956	ISPAN	
<b>Registration Number:</b>	5135272	TOTALJOIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3126559900		
<b>Email:</b>	Sbsamlan@kdslaw.com		
<b>Correspondent Name:</b>	Mr. Stephen B Samlan		
<b>Address Line 1:</b>	525 W Monroe Street, Suite 2360		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Mr. Stephen Samlan		
<b>Address Line 1:</b>	Knechtel, Demeur & Samlan		
<b>Address Line 2:</b>	525 W Monroe Street, Suite 2360		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Stephen Samlan		
<b>SIGNATURE:</b>	Stephen Samlan		
<b>DATE SIGNED:</b>	02/08/2024		

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**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is made the 22<sup>nd</sup> day of January, 2024.

A M O N G:

BAILEY METAL PRODUCTS LIMITED, a  
corporation incorporated under the laws of the Province of Ontario;

(hereinafter called the “Buyer”)

- and –

THE FULLER LANDAU GROUP INC. IN ITS CAPACITY AS  
COURT APPOINTED RECEIVER OF ISPAN SYSTEMS LP

(hereinafter called “Seller”)

WHEREAS the Buyer and the Seller entered into an asset purchase agreement dated the 21<sup>st</sup> day of December, 2023 (the “Asset Purchase Agreement”), providing for, on the terms and conditions set out therein, the purchase by the Corporation of substantially all the undertakings and assets of iSPAN Systems LP (the “Debtor”) used by it in carrying on the Business;

AND WHEREAS, under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of the Debtor, and the Debtor has agreed to execute and deliver any instruments or documents as may be required to effectuate the transfer of Owned Intellectual Property; and

AND WHEREAS unless otherwise defined herein, capitalized terms shall have the meanings ascribed thereto in the Asset Purchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements herein contained, and other good and valuable consideration now paid by the Buyer to the Seller, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment The Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Debtor’s right, title and interest in and to the following (the “Assigned IP”):

- (a) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications;
- (b) copyrights, copyright registrations and applications for copyright registration;
- (c) mask works, mask work registrations and applications for mask work registrations;

- (d) designs, design registrations, design registration applications and integrated circuit topographies
- (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos;
- (f) software, and
- (g) the goodwill associated with any of the foregoing,

owned by the Debtor listed in Schedule A, including for greater certainty, the website of the Debtor.

2. Registration and Further Actions – The Seller, in its capacity as court-appointed receiver, authorizes the Office of the Registrar of Trademarks and any other governmental officials to record and register the Assigned IP upon request by Buyer. Upon the Buyer's reasonable request, the Seller will use commercially reasonable efforts to take such steps and actions following the date hereof, including the execution of any documents, files, registrations or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Approval and Vesting Order– The terms of the Approval and Vesting Order relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the terms contained in the Approval and Vesting Order shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Approval and Vesting Order and the terms hereof, the terms of the Approval and Vesting Order shall govern.

4. Further Assurances – The parties hereto, from time to time, upon the other party's reasonable request and without further consideration, agree to execute and deliver such additional papers, instruments and documents and take such other actions reasonably requested to consummate and make more effective the assignment and other transactions contemplated herein.

5. Successors and Assigns – This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.

6. Governing Law – This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

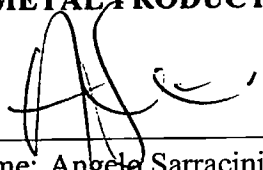
7. Counterparts – This Agreement may be executed in several counterparts, each of which counterparts shall be deemed to be an original, and all of such counterparts shall constitute one and the same document. This Agreement may be executed and delivered by facsimile or other form of electronic means.

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**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date first above written.

**BAILEY METAL PRODUCTS LIMITED**

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

  
Name: Angelo Sarracini

Title: President

I have the authority to bind the corporation

**THE FULLER LANDAU GROUP INC. IN  
ITS CAPACITY AS COURT APPOINTED  
RECEIVER OF ISPAN SYSTEMS LP**

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

Name:

Title:

I have the authority to bind the corporation

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date first above written.

**BAILEY METAL PRODUCTS LIMITED**

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

Name: Angelo Sarracini

Title: President

I have the authority to bind the corporation

**THE FULLER LANDAU GROUP INC. IN  
ITS CAPACITY AS COURT APPOINTED  
RECEIVER OF ISPAN SYSTEMS LP**

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

Name: Adam Erlich

Title: Sr. Vice President

I have the authority to bind the corporation

**Schedule "A"**  
**Intellectual Property**

Please see attached.

**iSPAN Patents, Trademarks, Approvals and Miscellaneous Materials**

1. Patents

Country / Region	Title	Issue #	Expiry
US-CIP	COLD-FORMED STEEL JOIST	8,407,966	20-Feb-25
AU	COLD-FORMED STEEL JOISTS	2004286000	28-Oct-24
CA	ADJUSTABLE FLOOR TO WALL CONNECTORS FOR USE WITH BOTTOM CHORD AND WEB BEARING JOISTS	2,742,742	08-Sep-29
US	ADJUSTABLE FLOOR TO WALL CONNECTORS FOR USE WITH BOTTOM CHORD AND WEB BEARING JOISTS	8,950,151	19-Jan-30
US	COLD FORMED STEEL JOISTS	7,587,877	07-Oct-26
CA	COMPOSITE STEEL JOIST	2,886,384	27-Sep-33
EP	COMPOSITE STEEL JOIST	2900882	27-Sep-33
US	COMPOSITE STEEL JOIST	8,943,776	15-Mar-33
CA	IMPROVED COLD-FORMED STEEL JOIST	2,774,271	14-Sep-30
US-CON	LIGHT STEEL STRUCTURAL MEMBER AND METHOD OF MAKING SAME	8,683,774	18-May-27
CA Div	LIGHT STEEL STRUCTURAL MEMBER AND METHOD OF PRODUCING SAME	2,756,354	17-May-27
CA	LIGHT STEEL STRUCTURAL MEMBERS	2,608,625	18-May-27
US	LIGHT STEEL STRUCTURAL MEMBERS	8,225,581	12-Apr-29
US Div	LIGHT STEEL STRUCTURAL STUD	8,745,959	18-May-27
CA Div	LIGHT STEEL STRUCTURAL STUDS	2,694,867	17-May-27
US	LIGHT STEEL TRUSSES AND TRUSS SYSTEM	8,726,606	02-Aug-28
CA	LIGHT STEEL TRUSSES AND TRUSS SYSTEMS	2,652,587	17-May-27
AU Div	LOWER CHORD BEARING COLD-FORMED STEEL JOIST	2012200960	28-Oct-24
CA Div	LOWER CHORD BEARING COLD-FORMED STEEL JOISTS	2,667,892	28-Oct-24
US Div	LOWER CHORD BEARING COLD-FORMED STEEL JOISTS	7,877,961	25-Nov-23
CA	ROLL FORMED STEEL BEAM	2,778,223	22-Jul-30
US	ROLL FORMED STEEL BEAM	9,975,577	14-Mar-32
CA	SEGMENTED COLD FORMED JOIST	2,455,071	24-Nov-23
CA	UNITARY STEEL JOIST	2,786,915	09-Nov-30
EP	UNITARY STEEL JOIST	2521826	09-Nov-30
US	UNITARY STEEL JOIST	8,281,540	09-Nov-30
CA	UPPER CHORD BEARING COLD-FORMED STEEL JOIST	2,542,848	28-Oct-24



## 2. Trademarks

Country / Region	S/N	Reg. Number	Application Number	Trademark / Wordmark
Canada			1700090	TOTALJOIST
Canada			1251171	iSPAN design
Canada			1700093	TOTALTRUSS
Canada			1700092	TOTALFRAMING
Canada			1700091	TOTALSTUD
US	86612168	5135272		TOTALJOIST
US	86612067	5230190		TOTALTRUSS
US	86612093	5178410		TOTALFRAMING
US	76637294	3570956		ISPAN

## 3. Approvals

Country	Type	Designation	Description
US	Structural certification	ICC ESR-3787	ICC Evaluation services report for Composite TotalJoist - Composite Design Properties
US	Fire rating - floor ceiling assembly	UL G555	2 hr fire resistance rating, Composite TotalJoist
US	Fire rating - floor ceiling assembly	UL G558	1 hr fire resistance rating, TotalJoist
US	Fire rating - floor ceiling assembly	UL G562	2 hr fire resistance rating, TotalJoist
US	Fire rating - floor ceiling assembly	UL G587	1.5 / 2 hr fire resistance rating, TotalJoist
US	Fire rating - floor ceiling assembly	UL G589	3 hr fire resistance rating, Previous version of Composite TotalJoist
US	Fire rating - floor ceiling assembly	UL M511	1 hr fire resistance rating, TotalJoist
US	Fire rating - floor ceiling assembly	UL M515	1 hr fire resistance rating, TotalJoist
US	Fire rating - load bearing / non-load bearing wall	UL W431	1 hr fire resistance rating, TotalStud
Canada	Fire rating - floor ceiling assembly	ULC I525	2 hr fire resistance rating, Composite TotalJoist
Canada	Fire rating - floor ceiling assembly	ULC I526	1 hr fire resistance rating, TotalJoist
Canada	Fire rating - floor ceiling assembly	ULC I527	2 hr fire resistance rating, TotalJoist
Canada	Fire rating - floor ceiling assembly	ULC I530	1.5 / 2 hr fire resistance rating, TotalJoist
Canada	Fire rating - floor ceiling assembly	ULC I532	3 hr fire resistance rating, Previous version of Composite TotalJoist
Canada	Fire rating - floor ceiling assembly	ULC M520	1 hr fire resistance rating, TotalJoist
Canada	Fire rating - floor ceiling assembly	ULC M521	1 hr fire resistance rating, TotalJoist
Canada	Fire rating - load bearing / non-load bearing wall	ULC U412	1 hr fire resistance rating, TotalStud

Country	Type	Designation	Description
Canada / US	Sound isolation testing report	NRC B-3443.1	STC / IIC Ratings for Composite TotalJoist
Canada / US	Sound isolation testing report	NRC B-3443.2	STC / IIC Ratings for Composite TotalJoist
Canada / US	Sound isolation testing report	NRC B-3443.3	STC / IIC Ratings for Composite TotalJoist
Canada / US	Sound isolation testing report	NRC B-3443.4	STC / IIC Ratings for Composite TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.1	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.2	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.3	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.4	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.5	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.6	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.7	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3419.10	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.1	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.2	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.3	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.4	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.5	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.6	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.7	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3454.8	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3474.1	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3474.2	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3474.3	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3489.1	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3489.2	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3489.3	STC / IIC Ratings for TotalJoist

Country	Type	Designation	Description
Canada / US	Sound isolation testing report	NRC B-3489.4	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3489.5	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3489.6	STC / IIC Ratings for TotalJoist
Canada / US	Sound isolation testing report	NRC B-3489.7	STC / IIC Ratings for TotalJoist
Canada / US	Various engineering opinions related to fire and sound	Various	Documents that are helpful to accommodate typical site variances that occur.

#### 4. Miscellaneous Material

Country	Title	Description
Canada / US	<a href="http://www.ispansystems.com">www.ispansystems.com</a>	Website and all related documents including: <ul style="list-style-type: none"> <li>• Brochures</li> <li>• Technical Guides</li> <li>• Photos of projects</li> <li>• Installation details</li> </ul>
Canada / US	TJ Technical Binder	Collection of various documents including: <ul style="list-style-type: none"> <li>• Product Overview</li> <li>• Span tables</li> <li>• Typical Details</li> <li>• Guide specifications</li> <li>• Installation guide</li> <li>• Field review checklist</li> </ul>
Canada / US	CTJ Technical Binder	Collection of various documents including: <ul style="list-style-type: none"> <li>• Product Overview</li> <li>• Span tables</li> <li>• Typical Details</li> <li>• Guide specifications</li> <li>• Installation guide</li> <li>• Field review checklist</li> </ul>
Canada / US	CTJ Acoustic and Firestop Guide	Guide for users to understand acoustic ratings, fire ratings, and firestopping and how they relate to Composite TotalJoist
Canada / US	TJ Acoustic and Firestop Guide	Guide for users to understand acoustic ratings, fire ratings, and firestopping and how they relate to TotalJoist
Canada / US	TotalDeck Diaphragm Capacity	Concrete filled diaphragm capacity technical sheet for TotalDeck