

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VICWEST OPERATING LIMITED PARTNERSHIP		12/13/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	VICWEST CORPORATION
<b>Street Address:</b>	1296 S Service Road West
<b>City:</b>	Oakville, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L6L 5M7
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	2649216	VICWEST
Registration Number:	2649215	VICWEST
Registration Number:	2564139	C-RING
Registration Number:	1280478	WESTEEL
Registration Number:	1327974	WESTEEL WIDE-CORR.
Registration Number:	2649837	SEED-STOR
Registration Number:	2860954	CENTURION
Registration Number:	2942279	MAGNUM-F
Registration Number:	2942280	MAGNUM-G
Registration Number:	3117532	MAGNUM - L
Registration Number:	2892060	ZERO GROUND DISTURBANCE
Registration Number:	3401767	WESTEEL EASYCHECK
Registration Number:	3257076	EASYFLOW
Registration Number:	3707400	ACCUSOLAR

**TRADEMARK**

**900188742**

**REEL: 004517 FRAME: 0740**

**OP \$665.00 2649216**

Registration Number:	3585312	EASYAER
Registration Number:	3704113	ROAD-VAULT
Registration Number:	3618078	TRAVELER
Registration Number:	3724310	WESTOR
Registration Number:	3713900	WESTOR
Serial Number:	77763728	AERWAVE
Serial Number:	77505909	EFP SERIES
Serial Number:	85009900	SIERRA
Serial Number:	77781800	THERMASHED
Serial Number:	85020550	TRIM EXPRESS
Serial Number:	77765485	VN VICWEST
Serial Number:	77763765	WESTEEL AERWAVE

**CORRESPONDENCE DATA**

Fax Number: (403)265-7219  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: pinsentl@bennettjones.com  
Correspondent Name: Lorraine Pinsent  
Address Line 1: 4500, 855 2nd Street SW  
Address Line 4: Calgary,, CANADA T2P 4K7

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: LORRAINE PINSENT

Signature: /LORRAINE PINSENT/

Date: 04/07/2011

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

**WHEREAS** Vicwest Inc. (“**Newco**”) has transferred all of its interests in Vicwest Operating Limited Partnership (“**Assignor**”), a limited partnership formed under the laws of the Province of Manitoba, the full post office address of whose principal office or place of business is 1296 S. Service Road West, Oakville, Ontario L6L 5M7 Canada to Vicwest Corporation (“**Assignee**”), a company incorporated under the laws of the Province of Ontario, the full post office address of whose principal office or place of business is 1296 S. Service Road West, Oakville, Ontario L6L 5M7 Canada;

**AND WHEREAS** following the transfer of Newco’s limited partnership interests to Assignee, Assignee is the sole remaining partner of the Assignor and the Assignor is dissolved by operation of law (the “**Dissolution**”);

**AND WHEREAS** upon the Dissolution, all of the assets of the Assignor are transferred to the Assignee as proceeds of disposition of the Assignee’s interest in the Assignor, by operation of law, including all of the Assignor’s right, title and interest in and to the Canadian and United States trade-mark applications and registrations listed in the attached Schedule “A” (collectively the “**Trademarks**”), along with the goodwill associated with the Trademarks;

**NOW, THEREFORE**, it is hereby agreed as follows:

1. In connection with the Dissolution, Assignor does hereby sell, assign, transfer, convey and set over to Assignee, its successors and assigns, all of its right, title and interest in and to the Trademarks, and that portion of the business that pertains to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, but not limited to, the right to petition, sue or otherwise seek and recover damages, profits or any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Trademarks, or any license, agreement, contract or other matter relating thereto.
2. Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to Assignee or Assignee’s legal representatives, any other or additional assignments, powers or other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the assignment of the Trademarks to Assignee with the appropriate agencies and offices of all jurisdictions in which the Trademarks are registered, including, but not limited to Canada, the U.S.A. and the United Kingdom, or any other jurisdictions, within a reasonable time of execution hereof. Assignor also agrees to execute such additional documents as Assignee deems reasonably necessary to establish Assignee’s rights in the Trademarks, including, but not limited to, such documents to establish the dates of first use for the Trademarks covered by the Trademarks, anywhere and in commerce, by Assignee through Assignor.

[Signature Page Follows]

This Assignment is dated December 13, 2010 with effect as of the 1<sup>st</sup> day of January, 2011.

**VICWEST OPERATING LIMITED  
PARTNERSHIP, by its general partner,  
Vicwest Corporation**

*V. P. O'Rourke*  
Notary Public

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

Name:  
Title:

The undersigned hereby accepts this Assignment.

Signed at Toronto, Ontario, this 13<sup>th</sup> day of December, 2010, with effect as of January 1, 2011.

**VICWEST CORPORATION**

*V. P. O'Rourke*  
Notary Public

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

Name:  
Title:

Schedule "A"

Canada

Trade-mark	Application/Registration No.
COLORITE	TMA536,568
DAYMOND ALUMINUM	TMA485,477
JENISYS	TMA536,459
MURALIC	TMA157,424
SUPER VIC	TMA157,423
TOLBEC & DESIGN	TMA252,754
V DESIGN	TMA321,989
BORDEAUX RIB	TMA544,594
VICWEST	TMA654007
VICWEST & Design	TMA653922
RETRO-VAULT	TMA486,658
VACU-VAULT	TMA493,819
STIFF-CORR	TMA483,767
CIRC-AIR	TMA506,451
MAGNUM-G	TMA519,902
C-RING	TMA520,362
MAGNUM-F	TMA522,069
ROAD-VAULT	TMA535,593
WESTEEL	UCA20,271
ROSCO	TMDA46,324
WESTEEL-ROSCO	TMA257,265
WESTEEL	TMA273,360
WIDE-CORR	TMA273,569
PACIFIC WESTEEL DESIGN	TMA460,319
RECYCOIL	TMA414,654
FUEL-VAULT	TMA428,378
GRAIN VAULT	TMA480,815
CEDAR GRAIN & DESIGN	TMA430,658
CENTURION	TMA637228
SeedStor-K DESIGN	TMA599755
MAGNUM-L	TMA630273
ZERO GROUND DISTURBANCE	TMA625708
PRIME RIB	TMA455,597
EASYCHECK	TMA690999
EASYCHECK DESIGN	TMA690997
EASYFLOW	TMA672,807
AUTO-BLEND	TMA547,335
SIERRA	1,475,002
WESTEEL AERWAVE	TMA776546
AERWAVE	TMA776011
MOULURES EXPRESS DE VICWEST	1,458,475

Trade-mark	Application/Registration No.
MOULURES RAPIDES DE VICWEST	1,458,474
MOULURES MINUTE DE VICWEST	1,458,473
THERMASHED	1,443,175
TRIM EXPRESS	1,458,472
VICWEST & design	1,441,123
EFP SERIES	1,397,429
WESTOR	TMA738779
WESTOR	TMA738780
EASYAER	TMA718199
TRAVELER	TMA714569

United States

Trade-mark	Application/Registration No.
VICWEST	2,649,216
VICWEST & Design	2,649,215
C-RING	2,564,139
WESTEEL	1,280,478
WESTEEL WIDE-CORR	1,327,974
SEED-STOR	2,649,837
CENTURION	2,860,954
MAGNUM-F	2,942,279
MAGNUM-G	2,942,280
MAGNUM-L	3,117,532
ZERO GROUND DISTURBANCE	2,892,060
WESTEEL EASYCHECK DESIGN	3,401,767
EASYFLOW	3,257,076
ACCUSOLAR	3,707,400
AERWAVE	77/763,728
EASYAER	3,585,312
EFP SERIES	77/505909
ROAD-VAULT	3,704,113
SIERRA	85/009900
THERMASHED	77/781800
TRAVELER	3,618,078
TRIM EXPRESS	85/020550
VN VICWEST	77/765,485
WESTEEL AERWAVE	77/763,765
WESTOR	3,724,310
WESTOR	3,713,900

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