

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VICWEST INC.		11/19/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	WESTEEL CANADA INC.		
Street Address:	450 DESAUTELS STREET		
City:	WINNIPEG, MB		
State/Country:	CANADA		
Postal Code:	R3C2N5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3618078	TRAVELER	
CORRESPONDENCE DATA			
Fax Number:	2025085858		
<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>			
Phone:	2024819934		
Email:	mdfrancis@kilpatricktownsend.com		
Correspondent Name:	KEITH D. FREDLAKE		
Address Line 1:	607 14TH STREET, NW		
Address Line 2:	SUITE 900		
Address Line 4:	WASHINGTON, D.C. 20005-2018		
ATTORNEY DOCKET NUMBER:	097953-0936348		
NAME OF SUBMITTER:	MICHELE D. FRANCIS FOR KEITH D. FREDLAKE		
SIGNATURE:	/MICHELE D. FRANCIS/		
DATE SIGNED:	01/06/2016		
Total Attachments: 4			
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OP \$40.00 3618078

TRADE-MARK ASSIGNMENT

WHEREAS VICWEST INC., a corporation organized and existing under the laws of Ontario, Canada, the full post office address of whose principal office or place of business is 1296 S. Service Road West, Oakville, Ontario, L6L 5T7, Canada ("**Assignor**") is desirous of selling, assigning and transferring to **Westeel Canada Inc.**, the full post office address of whose principal office or place of business is 450 Desautels Street Winnipeg, MB R3C 2N5 ("**Assignee**"), all of its right, title and interest in and to the trade-mark applications and registrations listed in the attached Schedule "A" and made a part hereof, the trade-marks described therein (collectively the "**Marks**") and that portion of the business that pertains to the Marks;

AND WHEREAS, pursuant to an asset transfer agreement dated November 10, 2014 among 2441050 Ontario Limited and Assignor and others, 2441050 Ontario Limited acquired all of Assignor's interests in the Marks.

AND WHEREAS, subsequent to same, 2441050 Ontario Limited then continued federally to become a Canadian federal corporation and that Canadian Federal corporation then amalgamated with one other corporation to become Assignee.

AND WHEREAS, Assignee is to acquire all of Assignor's right, title and interest in and to the Marks and that portion of the business that pertains to the Marks;

AND WHEREAS Assignee is to acquire all of Assignor's right, title and interest in and to the Marks and all goodwill associated therewith;

AND WHEREAS this Trade-Mark Assignment is to evidence such acquisition;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably sells, transfers, assigns and conveys to and unto said Assignee and Assignee accepts and acquires from Assignor all of Assignor's right, title and interest in and to the Marks, which is hereby assigned together with the goodwill associated with it and with the ongoing and existing business to which the mark pertains as well as all income, royalties, damages, and payment now or hereafter due or payable with respect thereto and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned herein, the same to be held by Assignee, as fully and effectually as it would have been held by the Assignor had this assignment and sale not taken place.

The Assignor undertakes and agrees to execute such further documents and assurances and to undertake such further acts as may reasonably be required to permit the Assignee to obtain registration of, hold and enjoy the Marks assigned hereunder and the recording of this Agreement.

The Assignor hereby requests and authorizes the relevant government entities in each jurisdiction to record this Assignment and the Assignee as the owner of the Marks, the resulting registration and any renewal thereof, as assignee of the entire right, title and interest in and to the

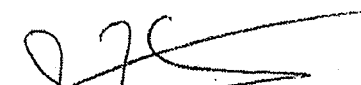
same for the sole use and enjoyment of the Assignee (and its successors and assigns). The Assignee shall have the right to record this Assignment with all applicable governmental entities so as to record its ownership of the Marks, and all goodwill associated therewith.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

This Assignment executed by Assignor on this 14th day of November, 2015, as a deed, to be effective as of the 20th day of May, 2015.

VICWEST INC.

Per:



Name: JASON FORTUNA
Title: CFO

The undersigned hereby accepts this Assignment.

This Assignment executed by Assignee on this 21st day of November, 2015, as a deed,
to be effective as of the 20th day of May, 2015.

WESTEEL CANADA INC.

Per:


Name: Steve G. Sommerfeld

Title: Secretary

SCHEDULE "A"

Canadian Trademarks:

Registration No.	App./Reg. No.	Trade-mark	Renewal Dates
TMA714569	1351376	TRAVELER	2023-05-16

United States Trademarks:

Registration No.	Serial No.	Trade-mark	Renewal Dates
3618078	77226831	TRAVELER	2019-05-12