

05-06-2002



RECL

102078049  
FORM COVER SHEET  
**PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New

Resubmission (Non-Recordation)  
Document ID# \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other \_\_\_\_\_

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

5-6-92

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Name (line 1) **Snowbear Limited** Execution Date Month Day Year **12 14 01**

Name (line 2) \_\_\_\_\_

**Second Party**

Name (line 1) \_\_\_\_\_ Execution Date Month Day Year \_\_\_\_\_

Name (line 2) \_\_\_\_\_

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1) **Laurentian Bank of Canada**

Name (line 2) \_\_\_\_\_

Address (line 1) **10 Duke Street West**

Address (line 2) \_\_\_\_\_

Address (line 3) **Kitchener** **Ontario, Canada** **N2H 3W4**  
City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**FOR OFFICE USE ONLY**

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**  Mark if additional numbers attached  
Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)			Patent Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,778,567"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,909,960"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,927,311"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor. Month Day Year

**Patent Cooperation Treaty (PCT)**  
Enter PCT application number  PCT  PCT   
only if a U.S. Application Number  PCT  PCT   
has not been assigned.

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$   
Method of Payment: Enclosed  Deposit Account   
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #   
Authorization to charge additional fees: Yes  No

**Statement and Signature**  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*  
R. Brant Latham - 30,013   
Name of Person Signing Signature Date

## ASSIGNMENT OF PATENTS

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THIS ASSIGNMENT dated December , 2001.

**BETWEEN:**

**SNOWBEAR LIMITED**

(the "Assignor")

**AND:**

**LAURENTIAN BANK OF CANADA** having a branch office at  
10 Duke Street West, Kitchener, Ontario, N2H 3W4

(the "Bank")

**WHEREAS:**

- A. The Assignor has, is or is about to become indebted to the Bank (the "Loan") pursuant to an Offer of Finance dated November 1, 2000 and amended by letter agreements dated November 26, 2001 and December 10, 2001 (the "Offer of Finance");
- B. The Assignor has agreed to grant or has granted to the Bank security for the Loan, pursuant to the Offer of Finance, including *inter alia*, a security interest in all of its present and after acquired personal property pursuant to a General Security Agreement (the "GSA");
- C. The Assignor is the exclusive owner of the whole right, title and interest of letters patent or applications for letters patent in Canada and elsewhere, as more particularly described in Schedule "A" hereto (the "Patent") and the Assignor has the exclusive, uninhibited right to sell, transfer, use and assign the Patent;
- D. As additional security for the Loan, the Assignor has agreed to specifically assign to the Bank, at the option of the Bank and effective upon the occurrence of an event of default under the Commitment Letter or in the event the Assignor is deemed to be in default under the GSA, all of the Assignor's right, title and interest in and to the Patent;

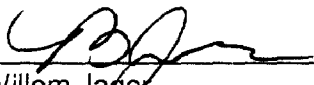
**THEREFORE** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

1. The preamble hereto forms an integral part hereof.
2. Upon an event of default occurring under the Offer of Finance or if the Assignor is in default under the GSA and upon the exercise by the Bank of its option to cause this Assignment to become effective, the Assignor does hereby transfer and assign to the Bank all of its right, title and interest in and to the Patent, together with any reissue, continuation or other extension of the Patent, the invention claimed therein and all proceeds derived from the Patent, including without limitation, royalties, license fees, and all rights and claims of action that may exist by reason of the infringement of the Patent, the same to be held and enjoyed by the Bank to the full end of the term for which the Patent is granted, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made.
3. This Assignment shall take effect upon the Bank notifying the Assignor that it is in default under the Commitment Letter or the GSA and that the Bank intends to exercise its option to cause this Assignment to become effective.
4. The Assignor shall do all things and execute and deliver all documents (including all assignments, affidavits, and other instruments, in a form suitable for filing with all patent offices where the Patent is registered and recorded) as may be requested by the Bank from time to time and at any time, in order to give effect to this Assignment or to perfect or record the Bank's interest in the Patent or to maintain the registration or recording of the Patent.
5. The Assignor represents and warrants as follows:
  - (a) the Assignor has sole, full and clear title to the Patent in Canada and in all other jurisdictions represented by the Assignor to the Bank;
  - (b) the Assignor has not assigned or licensed the Patent to any other entity (except as disclosed in Schedule "B" hereto and except for licences to use the Patent granted to customers in the ordinary course of business) and is duly authorized and has the right to grant this Assignment to the Bank;
  - (c) all registrations and recordings of the Patent are valid and subsisting and in full force and effect as of the date of this Assignment;
  - (d) the Patent has not lapsed, been abandoned or dedicated to the public, nor to the best of the knowledge of the Assignor, has the Patent been infringed by any other person;
  - (e) as of the date of this Assignment, neither the Assignor nor any of its subsidiaries has any patent registered or recorded in or subject to pending applications for registration or recording in Canada, the United States or elsewhere, other than those described in the Schedule hereto; and
  - (f) the Assignor has no knowledge of any third party claims to the Patent.
6. The Assignor hereby irrevocably appoints the Bank or its agent, as the case may be, with full power of substitution, to be the attorney of the Assignor for and in the name of the Assignor, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments, assurances, consents, acts, matters or things with the right to use the name of the Assignor whenever or wherever it may be necessary or expedient. It is hereby intended that the said power of attorney shall continue in the event of the subsequent legal incapacity of the Assignor, if an individual.

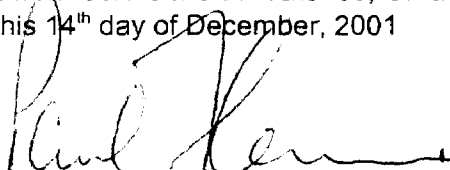
7. Any notice hereunder shall be in writing and shall be effectively given by the Bank by personal delivery or by mailing such notice by prepaid post to the Assignor at the address set out above, or at such other address as may be given in writing by the Assignor to the Bank. Delivery by fax transmission is deemed to be personal service and is deemed to be received on the next business day following transmission. Delivery by prepaid mail is deemed to be received three business days after mailing.
8. This Assignment shall be binding upon the Assignor and its heirs, executors, administrators successors and permitted assigns and it shall enure to the benefit of the Bank and its successors and assigns.
9. This Assignment shall be governed by and construed in accordance with the laws of the province in which the branch of the Bank is located as described on page 1.

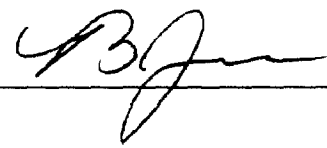
**IN WITNESS WHEREOF** the Assignor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.

**SNOWBEAR LIMITED**

Per:   
\_\_\_\_\_  
Willem Jager  
President

I have authority to bind the Corporation.

Sworn before me at Waterloo, Ontario )  
this 14<sup>th</sup> day of December, 2001 )  
  
\_\_\_\_\_  
A Notary Public in and for the )  
Province of Ontario )

  
\_\_\_\_\_

**SCHEDULE "A"**

Case #	Co.	Title	Applicant	Assignee	Serial #	Filing Date	Patent #	Issue Date
52797	CA	Snow Plow for Light Duty Vehicles	JAGER, Willem and BARTH, Roland Peter and SHOEMAKER, Craig	Snowbear Limited	2173025	29-Mar-1996	2173025	25-Sept-2001
52697	US	Snow Plow for Light Duty Vehicles	JAGER, Willem and BARTH, Roland Peter and SHOEMAKER, Craig	Snowbear Limited	08/641613	01-May-1996	5778567	14-July-1998
44197	US	Portable Shelter	JAGER, Bill	Snowbear Limited	08/826075	24-Mar-1997	5927311	27-July-1999
17098	US	Mounting Assembly for Light Duty Snow Plow	JAGER, Willem and SHOEMAKER, Craig	Snowbear Limited	09/016929	02-Feb-1998	5909960	08-Jun-1999