TO:RICHARD W. YOUNG, ESQ. COMPANY:300 NORTH LASALLE STREET, SUITE 4000

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312-715-5155

PAGE 02/08

08/17/2010 SUARLES & BRADY LLP 700443930

Form PTO-1595 (Rev. 03-09) OMB No. 0651-0027 (exp. 03/31/2009)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office			
RECORDATION FORM COVER SHEET				
PATENTS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(as) below.				
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)			
	Name:Pricawaterhousecoopers Inc. in its capacity as			
Nomeman Structures Inc.	Internal Address:Royal Trust Tower, Toronto-Cominion.			
Additional name(s) of conveying party(les) attached? Yes No	Centre			
3, Nature of conveyance/Execution Date(s):	Street Address: 77 King Street West, Suite 3000			
Execution Date(s)June 16, 2010				
Assignment Merger				
Security Agreement Change of Name	City: Toronto			
Joint Research Agreement	State:Ontario			
Government Interest Assignment	Country: CanadaZipMsk 1G8			
Executive Order 9424, Confirmatory License	, and the same of			
Other_see attachment	Additional name(s) & address(es) sttached? 🔀 Yes 🔲 No			
4. Application or patent number(s):	document is being filed together with a new application.			
A, Palem Appication No.(8)	B. Patent No.(s)			
,	6564513			
•				
Additional numbers att				
5. Name and address to whom correspondence concerning document should be majied:	Total number of applications and patents involved; ;			
Name: <u>Richard W. Young, Esq.</u>				
Internel Address:	7. Total fee (37 CFR 1.21(h) & 3,41) \$_40,00			
	Authorized to be charged to deposit account			
Street Address:200 North LaSaffe Street, Suita 4000	Enclosed			
The state of the s	None required (government interest not affecting title)			
City; Chicago	8. Payment information			
State: Illinois Zip: snesa	•			
Phone Number:312-715-5250				
Fax Number: 312-632-1756	Deposit Account Number 170033			
Email Address: richard vou) or plants copy	Authorized User Name <u>Linda A Painite</u>			
9. Signature:				
Signa cire Apput 17, 2010 Date				
Richardy: Young Total number of pages including cover				
Name of Person Sigging	shoot, attachments, and documents:			

Decuments to be recorded (Rossiling cover sheet) should be frame to (671) 273-0148, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Rox 1480, Alexandria, V.A. 22313-1489

08/20/2010 12:17 312-715-5155 QUARLES & BRADY LLP PAGE 04/16 USPTO 8/19/2010 5:18:17 PM PAGE 4/010 Fax Server

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08/17/2010 16:00 312-715-5155

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3. Nature of conveyance/Execution Date(s) continued:

To correct the assignor and assignee previously recorded under Reel 0024785, Frame 0787.

PATENT

08/20/2010 12:17 312-715-5155 GUARLES & BRADY LLP PAGE 05/16 USPTO 8/19/2010 5:18:17 PM PAGE 5/010 Fax Server

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08/17/2010 16:00 312-715-5155

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2. Name of Receiving Party(ies) continued:

court-appointed receiver in respect of Cover-All Holding Corp., Cover-All Building Systems Inc., Cover-All U.S. Holding Corp., Summit Structures, LLC, Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited and not in its personal capacity.

PATENT

TO:RICHARD W. YOUNG, ESQ. COMPANY:300 NORTH LASALLE STREET, SUITE 4000

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Form PTO-1593 (Rev. (R-09) CRIB No. 0951-0027 (Rev. 09/3)/P500)	U.S. DEPARTMENT OF COMMERCE United States Patent and Tradelness Offi
	ひたは らりくこれ かいこここ
	<u>TS ONLY</u>
To the Director of the U.S. Polent and Tradement Office: Plant	na resurt (he attended documents or the New Address (co) below.
1. Mame of conveying party(les)	2. Name and address of receiving party(les)
Print water house coopers inc. In its capacity as court-appointed receiver	Name:Nessman Structures by
In respect of Edwards Holding Color, Cover-All Duilding Specific Inc., Cover-All U.S. Holding Corp., Summit Structures, 12.C.	Internal Address:
Additional name(s) of conveying party()de) withorhed? X Yes N	
3. Nature of conveyance/Execution Date(s);	
Execution Data(s)have 16.2810	Street Address: 1488-115 Avenue
Assignment Merger	
Security Agreement Change of Name	Chys <u>Physiotop</u>
Joint Research Agreement	
Government Interest Assignment	Status liberta
Skeputive Order 9424, Confirmatory License	Country: Canada Ziptsen 288
Other	
4. Application or patent number(s):	Additional name(a) & addition(cs) attached? Yes X No
A. Patent Application No.(s)	document is being filed together with a new application. B. Petent No.(e)
,	Dr. Largett (40°(T)
	5364513
Additional numbers att	
Mante and address to whom correspondence observing document should be malled:	6. Total number of applications and patents
Narrae Rehard W. Young, Pag.	involved: :
Memes Addresse	7. Total fee (37 CFR 1.21(h) & 3.41) Settin
+	
	Authorized to be charged to deposit account
treet Address <u>rate North talkille Street, Salte 4002</u>	Enclosed
	None required (government interest not affecting title)
ity: Chimego	8. Payment Information
ato: Minole	
rone Number <u>-113718-5800</u>	
X Number 212-013-1799	Deposit Account Number 177055
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	Authorized User Name Lipto A. Printo
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or already minutes for forces to (677) 872-0140, or maked for: color of the LEGYTO, P.C., then 1400, Americans, V.A., 55513-1409

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Cont. - Name of conveying parties:

Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited and not in its personal capacity.

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of the day of June, 2010

BETWEEN:

PRICEWATERHOUSECOOPERS INC. in its capacity as court-appointed receiver in respect of Cover-All Holding Corp., Cover-All Building Systems Inc., Cover-All U.S. Holding Corp., Summit Structures, LLC, Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited and not in its personal capacity (the "Receiver")

-and-

NORSEMAN STRUCTURES INC. (the "Grantor")

WHEREAS the Grantor has entered into an asset purchase agreement made as of May 28, 2010 (the "Asset Purchase Agreement") between the Grantor, as purchaser, and the Receiver, as vendor, and pursuant thereto the Grantor, as borrower, has issued the promissory note made as of the date hereof in favour of the Receiver, as lender (the "Secured Agreement");

AND WHEREAS to secure payment of all obligations of the Grantor to the Receiver under or in connection with the Secured Agreement, the Grantor has entered into a Demand Debenture made as of the date hereof (the "Debenture") in favour of the Receiver,

AND WHEREAS the Receiver may wish to record, file, or register this Agreement at the Canadian Intellectual Property Office and/or at the United States Patent and Trademark Office, as applicable;

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Grantor hereby agrees with the Receiver as follows:

- 1. <u>Defined Terms</u>. Initially capitalized terms used but not defined in this Agreement have the same meanings as in the Debenture.
- 2. Grant of Security Interest in Intellectual Property. As continuing security for the payment and performance of each of the Obligations, the Grantor hereby grants to the Receiver a continuing, specific and fixed security interest (the "IP Security Interest") in all of such Grantor's right, title and interest in, to, and under all of the following of such Grantor:

- (a) the trademarks and tradenames listed on Schedule A attached hereto (collectively, the "Trademarks"); and
- (b) the patent and patent applications listed on Schedule B attached hereto (collectively, the "Patents")

(collectively, the "IP Collateral").

- 3. Supplemental to Debenture. The IP Security Interest is granted in conjunction with the Debenture and the Grantor hereby acknowledges and affirms that the rights and remedies of the Receiver with respect to the IP Security Interest in the IP Collateral are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall govern unless the Receiver shall otherwise determine.
- 4. <u>Assignment</u>. The rights of the Receiver under this Agreement may be assigned by the Receiver to the same extent, and on and subject to the same terms and conditions as the Receiver may assign its rights under the Secured Agreement without the prior consent of the Grantor. The Grantor may not assign its obligations under this Agreement except to a person or entity which acquires or succeeds to the interest of the Grantor in the IP Collateral in accordance with the provisions of the Secured Agreement.
- 5. Governing Law. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of Grantor may be found.
- 6. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by facsimile and/or scanned email transmission, all of which taken together shall constitute one agreement.

IN WITNESS WHEREOF, the Receiver and the Grantor have executed this Agreement as of the date first above written.

PRICEWATERHOUSECOOPERS INC. in its capacity as court-appointed receiver in respect of Cover-All Holding Corp., Cover-All Building Systems Inc., Cover-All U.S. Holding Corp., Summit Structures, LLC, Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited

Per:

Gregory Prince Senior Vice President

NORSEMAN STRUCTURES INC.

Per:

Ron Bryant President and Director

I/We have authority to bind the Corporation.

::ODMA\PCDQCS\TOR01\4380757\5

IN WITNESS WHEREOF, the Receiver and the Grantor have executed this Agreement as of the date first above written.

PRICEWATERHOUSECOOPERS INC. in its capacity as court-appointed receiver in respect of Cover-All Holding Corp., Cover-All Building Systems Inc., Cover-All U.S. Holding Corp., Summit Structures, LLC, Quick Structures, LLC, Cover-All Holdings U.S., LLC, Summit Structures U.S., LLC, Summit Management, LLC, Eastern Cover-All, Inc., NorthStar Cover-All, LLC, NorthStar Cover-All, Inc., and Summit Structures Limited

Per:

Gregory Prince Senior Vice President

NORSEMAN STRUCTURES INC.

Per:

Ron Bryant

President and Director

I/We have authority to bind the Corporation.

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- 3 -

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SCHEDULE A

CANADIAN TRADE-MARKS

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
GEMINI	1,356,791	
MERIDIAN	1,356,967	
DURAWEAVE	834,096	TMA520,625
COVER-ALL	520,527	TMA300,009
LEGEND	1,179,669	TMA623,170
VIPERSTEEL	1,008,034	TMA532,215
WINCHLOC	853,368	TMA501,217
MEDALLION	1,356,969	TMA728,723
TITAN	889,908	TMA528,327
CRESCENT		
ARCH		
GUARDIAN		
COVER-ALL SHELTER SYSTEMS & Design	855,664	TMA504,034
SUMMIT STRUCTURES	1,161,480	TMA613,807
QUICK STRUCTURES	1,176,423	TMA662,172
QUICK STRUCTURES & Design	1,176,425	TMA662,142

U.S. TRADE-MARKS

TRADE-MARK	APPLICATION NO.	REGISTRATION NO.
LEGEND	78/258,007	2,918,155
MERIDIAN	77/240,240	
MEDALLIÓN	77/240,283	3,653,062
GEMINI	77/237,912	
VIPERSTEEL	75/749,919	2,579,338
COVER-ALL	75/570,131	2,372,138
TITAN	75/566,736	2,562,135
WINCHLOC	75/418,404	2,559,123
DURAWEAVE	75/263,787	2,267,575
CRESCENT		
ARCH		
GUARDIAN		

PATENT

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PAGE 05/08



UNITED STATES PATENT AND TRADEMARK OFFICE

UNIDER BEDRETARY OF COMMENCE, FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PAYENT AND TRADSMARK OFFICE

> 700442897A* 700442897A*

AUGUST 05, 2010

PTAS

RICHARD W. YOUNG, ESQ. 300 NORTH LASALLE STREET, SUITE 4000 CHICAGO, ILLINOIS 60654

> UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND AWY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOF: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/04/2010

REEL/FRAME: 024785/0787 NUMBER OF PAGES: 9

BRIEF: SECURITY INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PRICEWATERHOUSECOOPERS INC. IN ITS DOC DATE: 06/16/2010 CAPACITY AS COURT-APPOINTED RECEIVER IN RESPECT OF COVER-ALL

ASSIGNOR:

COVER-ALL BUILDING SYSTEMS INC.

DOC DATE: 06/16/2010

ASSIGNOR:

COVER-ALL U.S. HOLDING CORP.

DOC DATE: 06/16/2010

ASSIGNOR:

SUMMIT STRUCTURES, LLC

MOLDING CORF.

DOC DATE: 05/16/2010

ASSIGNOR:

QUICK STRUCTURES, LLC

DOC DATE: 05/16/2018

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWK.UEPTO.OM

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08/17/2010 16:00 312-715-5155

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ASSIGNOR:

COVER-ALL HOLDINGS U.S., LLC DOC DATE: 05/16/2010

ASSIGNOR:

SUMMIT STRUCTURES U.S., LLC POC DATE: 06/16/2010

ASSIGNOR:

SUMMIT MANAGEMENT, LLC DOC DATE: 06/16/2010

ASSIGNOR:

EASTERN COVER-ALL, INC. DOC DATE: 06/16/2010

ASSIGNOR:

NORTHSTAR COVER-ALL, LLC DOC DATE: 06/15/2010

ASSIGNOR:

NORTHSTAR COVER-ALL, INC. DOC DATE: 06/16/2010

ASSIGNOR:

SUMMIT STRUCTURES LIMITED AND NOT DOC DATE: 06/16/2010

IN ITS PERSONAL CAPACITY

Assignee:

NORSEMAN STRUCTURES INC.

14545-115 AVENUE

EUMONTON, ALBERTA, CANADA T5M 3B8

SERIAL NUMBER: 09785894 FILING DATE: 02/16/2001 PATENT NUMBER: 6564513 FILING DATE: 05/20/2003

TITLE: EXTRUSION DESIGN AND FABRIC INSTALLATION METHOD FOR WEATHER TIGHT

多色从上

RECORDED: 08/20/2010

TONYA LEE, EXAMINER ASSIGNMENT SERVICES BRANCH PUBLIC RECORDS DIVISION