

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Snowbear Limited	06/27/2012
RECEIVING PARTY DATA	
Name:	2332002 Ontario Inc.
Street Address:	24 Ripley Avenue
City:	Toronto
State/Country:	CANADA
Postal Code:	M6S 3N9
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12656883
Application Number:	12662654
Patent Number:	6378893
Patent Number:	7380873
CORRESPONDENCE DATA	
Fax Number:	(416)304-3786
Phone:	416-307-4205
Email:	keith.bird@mcmillan.ca
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Keith Bird
Address Line 1:	181 Bay Street
Address Line 2:	Suite 4400
Address Line 4:	Toronto, CANADA M5J 2T3
ATTORNEY DOCKET NUMBER:	1002299-211133
NAME OF SUBMITTER:	Keith Bird
Total Attachments: 3 source=1002299-211133_Assignment#page1.tif source=1002299-211133_Assignment#page2.tif source=1002299-211133_Assignment#page3.tif	

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FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS through its own independent investigations the Purchaser has satisfied itself that Snowbear Limited (hereinafter referred to as "Snowbear"), is the registered owner of the intellectual property identified in Appendix "A" (referred to in this Agreement as the "IP Rights");

WHEREAS PricewaterhouseCoopers Inc., whose full post office address is 18 York Street, Suite 2600, Toronto, ON Canada M5J 0B2 was appointed by Order of the Ontario Superior Court of Justice as Receiver of the property, assets and undertaking of Snowbear, including the IP Rights on March 28, 2012 (the "Receiver");

WHEREAS by Order of the Superior Court of Justice dated May 2, 2012 (the "Approval and Vesting Order"), the Receiver was authorized and approved to complete the transactions contemplated by the Auction Agreement (as defined in the Approval and Vesting Order);

WHEREAS pursuant to the Approval and Vesting Order upon Century Services Inc., as auctioneer (the "Auctioneer"), completing the sale of any of the assets of Snowbear to a purchaser and upon receipt of the purchase price by the Auctioneer and delivery by the Auctioneer of a bill of sale or similar evidence of purchase to the purchaser, all of Snowbear's right, title and interest in and to the assets described in such bill of sale shall vest absolutely in such purchaser free and clear of all Claims (as defined in the Approval and Vesting Order);

WHEREAS the Purchaser represents that it has done all things required to acquire title to the IP Rights in accordance with the terms of the Approval and Vesting Order and title in the IP Rights has vested in the Purchaser pursuant to the Approval and Vesting Order;

WHEREAS the Purchaser, whose full post office address is 24 Ripley Avenue, Toronto, Ontario, M6S 3N9 (hereinafter referred to as the "Assignee") is desirous of obtaining this confirmatory assignment document for the purpose of recordal of the assignment in the necessary government intellectual property offices;

NOW THEREFORE, in consideration of the sum of Two Dollars (\$2.00 CDN) and other good and valuable consideration now paid by the Assignee to the Receiver, the receipt of which is acknowledged, the Receiver declares as follows:

The Receiver hereby irrevocably sells, assigns and transfers unto the Assignee on an "as is, where is" basis without any representation or warranty of any kind, including without limitation any representation or warranty regarding title, validity or registerability, all of Snowbear's right, title and interest, if any, in Canada, the United States and throughout the world in and to the IP Rights, including without limitation, (i) the patents and applications identified in Appendix "A" hereto and the inventions described or claimed therein, and any and all continuations, continuations-in-part, divisions, renewals, reissues and substitutes for said patents and applications, and in and to any and all Letters Patent which may be granted on or as a result of the said applications and any reissues or extensions or re-examinations of said Letters Patent, and (ii) the industrial designs identified in Appendix "A" hereto, and the same to be held and enjoyed by the Assignee, as fully and entirely as the same could have been held and enjoyed by Snowbear if this assignment and transfer had not been made.

The Receiver authorizes and empowers the Assignee, its legal representatives or nominees, to invoke and claim in its own name (and not in the name of the Receiver) any claim which Snowbear could assert for any application for patent or other form of protection for any invention set out in the attached schedule or for additions and modifications thereto, filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Snowbear.

PATENT

REEL: 028566 FRAME: 0683

The Commissioner of Patents & Trade-marks is authorized and requested to issue said Letters Patent to the Assignee, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by Snowbear had this assignment and transfer not been made.

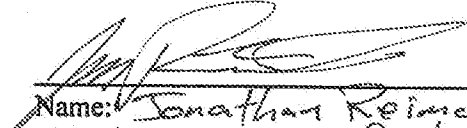
The Receiver undertakes and agrees to execute and deliver, at the request and expense of the Assignee, such further assurances as may be reasonably required in order to give effect to the assignment of rights provided for herein.

This Assignment may be executed by electronic signature, in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Execution of this Assignment may be made by facsimile or electronic mail which, for all purposes, shall be deemed to be an original signature.

Each of the parties has executed and delivered this Agreement at Toronto, Ontario, on the 27th day of June, 2012.


PRICEWATERHOUSECOOPERS INC., in its
capacity as Receiver of **SNOWBEAR LIMITED** and
not in its personal capacity

Per


Name: Jonathan Reimche
Title: Vice-President

2332002 ONTARIO INC.

Per


Name: Tony Carrapini
Title: President and CEO

**APPENDIX A
LIST OF INTELLECTUAL PROPERTY ASSIGNED**

1. The following United States patents issued, pending and published, as listed below.

REFERENCE #	TITLE	SERIAL #	PATENT #	STATUS
263490-00052	Knockdown Covered Trailer Construction	2466619		PENDING
263490-00048	EXTENDABLE TRAILER	2323912	2323912	ISSUED
263490-00060	COVERED UTILITY TRAILER AND KIT FOR ASSEMBLING SAME	2546882		PUBLISHED
263490-00066	UTILITY TRAILER	2693535		PENDING
263490-00071	UTILITY TRAILER WITH EXTENDABLE CARGO BED	2701478		PENDING

2. The following Canadian patents issued and pending, as listed below.

REFERENCE #	TITLE	SERIAL #	PATENT #	STATUS
263490-00047	Extendable Trailer	09/692,482	6,378,893	ISSUED
263490-00059	COVERED UTILITY TRAILER AND KIT FOR ASSEMBLING SAME	11/433,556	7,380,873	ISSUED
263490-00065	UTILITY TRAILER	12/656,883		PENDING
263490-00072	UTILITY TRAILER WITH EXTENDABLE CARGO BED	12/662,654		PENDING

3. All engineering drawings, know-how and any unregistered intellectual property rights forming part of the trailer business of Snowbear Limited.