

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Norguard Industries Inc.</td> <td>10/03/2012</td> </tr> <tr> <td>Norman L. Desjardins</td> <td>10/03/2012</td> </tr> </tbody> </table>		Name	Execution Date	Norguard Industries Inc.	10/03/2012	Norman L. Desjardins	10/03/2012				
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>GF Protection Canada Inc.</td> </tr> <tr> <td>Street Address:</td> <td>26513 - 79th Ave S</td> </tr> <tr> <td>City:</td> <td>Kent</td> </tr> <tr> <td>State/Country:</td> <td>WASHINGTON</td> </tr> <tr> <td>Postal Code:</td> <td>98032</td> </tr> </table>		Name:	GF Protection Canada Inc.	Street Address:	26513 - 79th Ave S	City:	Kent	State/Country:	WASHINGTON	Postal Code:	98032
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PROPERTY NUMBERS Total: 1											
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CORRESPONDENCE DATA											
<p>Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Email: IP@grahamdunn.com</p> <p>Correspondent Name: Kathleen T. Petrich, Graham & Dunn PC</p> <p>Address Line 1: 2801 Alaskan Way</p> <p>Address Line 2: Pier 70 - Suite 300</p> <p>Address Line 4: Seattle, WASHINGTON 98121</p>											
ATTORNEY DOCKET NUMBER:	M45390-C14612										
NAME OF SUBMITTER:	Kathleen T. Petrich										
<p>Total Attachments: 6</p> <p>source=GF Protection-Norguard - Executed Assignment and Assumption of Intellectual Property#page1.tif</p> <p>source=GF Protection-Norguard - Executed Assignment and Assumption of Intellectual Property#page2.tif</p> <p>source=GF Protection-Norguard - Executed Assignment and Assumption of Intellectual Property#page3.tif</p> <p>source=GF Protection-Norguard - Executed Assignment and Assumption of Intellectual Property#page4.tif</p> <p>source=GF Protection-Norguard - Executed Assignment and Assumption of Intellectual Property#page5.tif</p> <p>source=GF Protection-Norguard - Executed Assignment and Assumption of Intellectual Property#page6.tif</p>											

OP \$40.00 6591940

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT made as of the 3rd day of October, 2012 ("Effective Date")

BETWEEN:

NORGUARD INDUSTRIES INC.

a corporation existing under the laws of the Province of Ontario, Canada
(the "Seller")

- and -

NORMAN L. DESJARDINS

an individual residing in the Province of Ontario, Canada
(the "Seller's Shareholder" and together with the Seller, the "Seller Parties")

- and -

GF PROTECTION CANADA INC.

a corporation existing under the laws of the State of Washington, United States
(the "Purchaser")

WHEREAS The Parties have agreed to assign and release to the Purchaser all of Seller Parties' respective right, title, and interest in, to, and arising out of the Intellectual Property (as defined herein) on the terms and conditions set out herein;

IN CONSIDERATION of the sum of One Dollar (\$1.00 CDN) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and provisions of the Purchase Agreement, the parties hereto agree as follows:

1. **"Business"** means the undertaking and substantially all of the business assets of the Seller, as set out in the Purchase Agreement;
2. **"Intellectual Property"** means all patents, trade marks and service marks, both including the goodwill to which the marks pertain, trade names, copyright, propriety or similar rights, domestic or foreign, relating to the Business, including without limitation those listed in Schedule A attached hereto;
3. The Seller Parties hereby sell, assign and transfer unto the Purchaser, from and after the Effective Date, its entire right, title and interest in and to the Intellectual Property, including, without limitation:
 - (a) All income, fees, royalties and other payments at any time due or payable with respect to the Intellectual Property;
 - (b) The right to sue for past, present and future infringements thereof;

- (c) All rights corresponding thereto throughout the world; and
 - (d) Any and all proceeds of any of the foregoing, including without limiting the foregoing damages and payments or claims by the Seller Parties against third parties for past or future infringement of the Intellectual Property.
 - (e) All goodwill associated with the trademarks and service marks.
4. The Seller Parties shall render to the Purchaser any assistance as the Purchaser reasonably determines is necessary or prudent in any proceeding before the Canadian Intellectual Property Office, the U.S. Patent and Trademark Office, domain name registrar, or any federal or provincial court, or any similar office or agency in Canada, any Province, United States or any state thereof, or in any other country, to maintain the registration of the Intellectual Property and to protect the Purchaser's interests therein.
 5. The Purchaser shall, at its own expense, make all such filings, recordations, and registrations as it deems necessary or appropriate to give effect to the assignment and transfer of the Intellectual Property pursuant to this Assignment. Until such time as the registrations of the Intellectual Property are transferred to the Purchaser, the Seller Parties shall hold such registrations in trust for the Purchaser and the Seller Parties agree that they will do no act to prevent or hinder the Purchaser or its designees from using the Intellectual Property from and after the date hereof.
 6. The Seller Parties covenant with the Purchaser that it will execute such further assurances in respect of the transfer and conveyance of the Intellectual Property to the Purchaser as may be reasonably required by the Purchaser and hereby declares that, to the extent that title to any property intended to be transferred and conveyed hereby by the Seller Parties is not effectively transferred and conveyed hereby, the Seller Parties shall hold the same in trust for the Purchaser and its successors and assigns, to convey, transfer and assign the same to the Purchaser.
 7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and any successors and permitted assigns of the Seller Parties or Purchaser.
 8. This Assignment and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (but without giving effect to any conflict of laws rules that may require the application of any of the laws of any other jurisdiction). The parties hereto agree that the Courts of Ontario and the Federal Courts of Canada in Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this agreement. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario and the Federal Courts of Canada in Ontario.
 9. It is agreed by the parties hereto that this Assignment and any amendments thereto (and any other agreements, notices or documents contemplated thereby) may be executed and delivered by facsimile or other form of electronic transmission (including by electronic mail via the internet) and in any number of counterparts and all such facsimile or other electronic copies and counterparts shall be deemed to be an original hereof and for all

purposes constitute one agreement, be binding on the parties hereto, provided each party hereto has executed and delivered at least one counterpart, and each may be relied upon by each party hereto as such for any and all purposes.

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DATED as of the date first written above.

SELLER PARTIES:

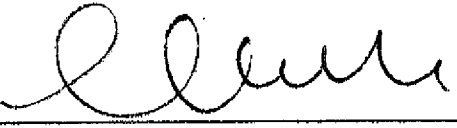
NORGUARD INDUSTRIES INC.

Per 

Name: Normand Desjardins

Title: President

I have authority to bind the Seller



Witness (name)



Witness (name)



Normand Desjardins, Individually, as Inventor and Majority Shareholder of Norguard Industries Inc.

PURCHASER:

GF PROTECTION CANADA INC.

Per _____

Darrin Erdahl, Vice President

I have authority to bind the Purchaser

Witness (name)

[Assignment and Assumption of Intellectual Property]

DATED as of the date first written above.

**SELLER PARTIES:
NORGUARD INDUSTRIES INC.**

Per _____

Name:

Title:

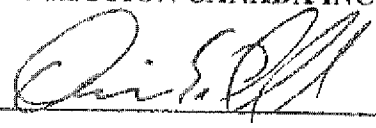
Witness (name)

I have authority to bind the Seller

Witness (name)

Norman L. Desjardins, Individually, as
Inventor and Majority Shareholder of Norguard
Industries Inc.

**PURCHASER:
GF PROTECTION CANADA INC.**

Per  _____

Darrin Erdahl, Vice President



Witness (name)

I have authority to bind the Purchaser

[Assignment and Assumption of Intellectual Property]

SCHEDULE A
INTELLECTUAL PROPERTY

Registered Trade-Marks:

- 1) Canadian Registered Trade-Mark TMA782563 for NORGUARD EAGLE (Application No. 1406444)
- 2) Canadian Registered Trade-Mark TMA794288 for neo-guard (Application No. 1419055)
- 3) Canadian Registered Trade-Mark TMA763394 for Go Pro-Girl (Application No. 1417972)
- 4) Canadian Patent Application CA 2228429 entitled "SLIDING RAIL ANCHOR SAFETY DEVICE"

Patents/Patent Applications:

- 5) Canadian Patent CA 2040951 entitled "MINER'S BELT"
- 6) U.S. Patent 6,591,940 B2 entitled "SLIDING RAIL ANCHOR SAFETY DEVICE"

Common Law Trade-Marks:

- 7) NORGUARD Trade-Mark (See <http://www.norguard.com/> for usage)
- 8) NORGUARD and logo design Trade-Mark (See <http://www.norguard.com/> for usage)
- 9) GO PRO-GIRL and 4 concentric "wave" logo Trade-Mark (See <http://www.norguard.com/> for usage)

Other Trade-Marks (abandoned applications, but could have common law rights in the marks:

- 10) Canadian Trade-Mark Application for Norguard Eagle (Application 1345590, Abandoned)
- 11) Canadian Trade-Mark Application for Octoguard (Application 1493092, Abandoned)
- 12) U.S. Trademark Application for NORGUARD EAGLE (Application Serial No. 77/541,280, Abandoned <http://tarr.uspto.gov/servlet/tarr?regser=serial&entry=77541280>)

Domain Name:

- 13) <norguard.com>