

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3223723

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EDWARD KILHAUER MARKETING INCORPORATED	01/23/2015
RECEIVING PARTY DATA		
Name:	CORE PRODUCTS INTERNATIONAL INC.	
Street Address:	808 PROSPECT AVENUE	
City:	OSCEOLA	
State/Country:	WISCONSIN	
Postal Code:	54020	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	5727267
CORRESPONDENCE DATA		
Fax Number:	(330)864-7986	
<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:	3308645550	
Email:	patents@hahnlaw.com	
Correspondent Name:	HAHN LOESER & PARKS, LLP	
Address Line 1:	ONE GOJO PLAZA STE 300	
Address Line 4:	AKRON, OHIO 44311	
ATTORNEY DOCKET NUMBER:	116230.00042	
NAME OF SUBMITTER:	JOEL S. SONNENBERG	
SIGNATURE:	/Joel S. Sonnenberg/	
DATE SIGNED:	02/12/2015	
Total Attachments: 35 source=Assignment_3#page1.tif source=Assignment_3#page2.tif source=Assignment_3#page3.tif source=Assignment_3#page4.tif source=Assignment_3#page5.tif source=Assignment_3#page6.tif		

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IP ASSIGNMENT TO CORE
(the "Assignment")

WHEREAS Edward Keilhauer ("Ed") entered into a trust agreement dated December 4th, 1995 with Edward Keilhauer Marketing, Incorporated ("EKMI") enclosed herewith as **Exhibit "A"** (the "**Trust Agreement**") to apply for and hold in trust (the "Trust") for EKMI any applications for patents and industrial designs, and any patents and industrial designs issued and the registrations thereof (the "**Intellectual Property Assets**") as set forth in Schedule "A" to the Trust Agreement;

AND WHEREAS Ed died on July 19, 2007;

AND WHEREAS Linda Keilhauer, Rick Keilhauer, and James Curran were appointed as the estate trustees (the "**Estate Trustees**") of the Public Estate of Edward Keilhauer pursuant to a Certificate of Appointment of Estate Trustee with a Will issued by the Ontario Superior Court of Justice on February 5, 2008, a copy of which is enclosed hereto as **Exhibit "B"**;

AND WHEREAS pursuant to their powers and authority, the Estate Trustees appointed Linda Keilhauer, Rick Keilhauer, and James Curran to be the new trustees of the Trust (the "**New Trustees**");

AND WHEREAS the New Trustees hold the Intellectual Property Assets as bare trustee and must convey the Intellectual Property Assets to EKMI upon demand, or deal with them as EKMI directs;

AND WHEREAS EKMI agreed, and agreed to direct the New Trustees, to assign, transfer, and convey all of the rights, title and interests, in and to the Intellectual Property Assets (excluding the Intellectual Property Assets so identified in Schedule "A" to the Trust Agreement as Furniture Intellectual Property) to Core Products International, Inc. pursuant to an Asset Purchase Agreement dated as of January 8, 2015;

AND WHEREAS EKMI has directed the New Trustees to transfer all of their rights, title and interests including, without limitation, legal rights, in and to the Intellectual Property Assets (excluding the Intellectual Property Assets so identified in Schedule "A" to the Trust Agreement as Furniture Intellectual Property) to Core;

NOW THEREFORE acting in accordance with the direction from EKMI, we the New Trustees of the Trust Agreement do hereby confirm and agree as follows:

1. The New Trustees do hereby assign, transfer, and convey all of their worldwide rights, title and interests in and to the inventions, patents, utility patents, design patents, designs, industrial designs, and other properties in the Intellectual Property Assets (excluding the Intellectual Property Assets so identified in Schedule "A" to the Trust Agreement as Furniture Intellectual Property) currently standing in the name of Ed Keilhauer or Edward Keilhauer, including any and all inventions and designs disclosed in said Intellectual Property Assets; the right to apply for patents or other protection with respect to those Intellectual Property Assets in Canada, the United States, and all other countries; and in and to any and all divisions, continuations, continuations-in-part, reissues, re-examinations, extensions, and any other patents and applications based on, claiming priority from, or claiming any of the inventions disclosed in any of those Intellectual Property Assets; and all rights of action, power, and benefits belonging or accrued to Ed, the New Trustees, and EKMI in respect of those Intellectual Property Assets, including

the right to take action and collect damages with respect to infringements occurring prior to the date hereof, to

**CORE PRODUCTS INTERNATIONAL INC.
808 Prospect Avenue
Osceola, Wisconsin, 54020
United States of America**

hereinafter referred to as the Assignee.

2. The New Trustees further agree to sign all such additional documents as the Assignee may require to confirm or to give full effect to this assignment, without any consideration.
3. This Agreement may be executed and delivered electronically in counterparts, each of which is deemed to be an original.

Dated as of this 23rd day of January, 2014

[Signature pages to follow]

RICK KEILHAUER

By:

Rick Keilhauer

Title: Trustee

C A N A D A)

PROVINCE OF ONTARIO)

JUDICIAL DISTRICT OF YORK)

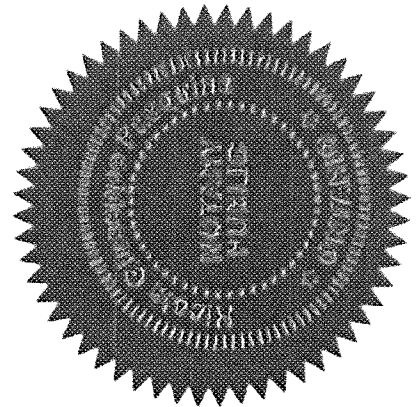
TO WIT:)

I, Nicola Giuseppe Pasquino, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in York Region, in the Municipality of York, in the said Province DO HEREBY CERTIFY that before me personally appeared Rick Keilhauer, who acknowledged he is one of the people who executed this Assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 23 day of January, 2015.

(Signature)
Notary Public

(seal)



LINDA KEILHAUER

By:

Linda Keilhauer
Linda Keilhauer

Title: Trustee

C A N A D A)

PROVINCE OF ONTARIO)

JUDICIAL DISTRICT OF YORK)

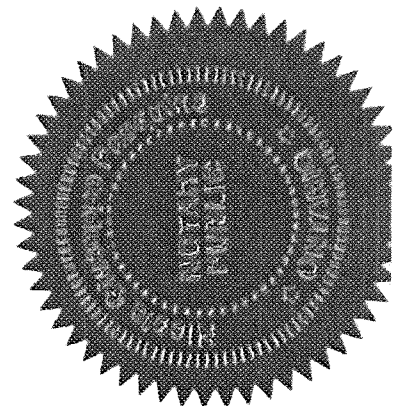
TO WIT:)

I, Nicole Crusegre Pasquere, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in Vaughan, in the Municipality of York, in the said Province DO HEREBY CERTIFY that before me personally appeared Linda Keilhauer, who acknowledged she is one of the people who executed this Assignment and acknowledged it to be her free and voluntary act and deed.

Witness my hand and notarial seal this 23 day of January, 2015.

[Signature]
Notary Public

(seal)



JAMES CURRAN

By:

James Curran

Title: Trustee

C A N A D A)

PROVINCE OF ONTARIO)

JUDICIAL DISTRICT OF YORK)

TO WIT:)

I, Nicola Giuseppe Pasquini, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in Vaughan, in the Municipality of York, in the said Province DO HEREBY CERTIFY that before me personally appeared James Curran, who acknowledged he is one of the people who executed this Assignment and acknowledged it to be his free and voluntary act and deed.

Witness my hand and notarial seal this 23 day of January, 2015.

Notary Public

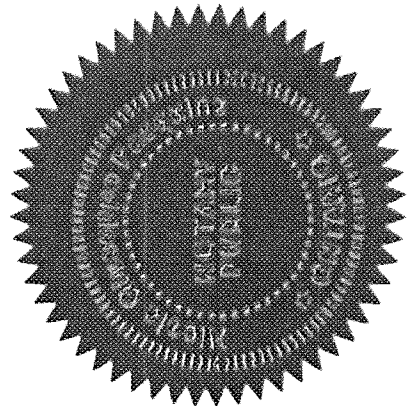


Exhibit "A"

**Trust Agreement between Edward Keilhauer and
Edward Keilhauer Marketing, Incorporated dated December 4th, 1995**

THIS TRUST AGREEMENT made as of the 4th day of December, 1995, between EDWARD KEILHAUER (the "Trustee") and EDWARD KEILHAUER MARKETING INCORPORATED (the "Owner").

WHEREAS

- A The Trustee, a consultant to the Owner pursuant to a consulting agreement made as of December 4, 1995, conceives, invents and/or designs products for the Owner and has agreed to transfer and assign to the Owner all ownerships rights to such products (the "Products");
- B. At the request and on behalf of the Owner the Trustee will apply for patents in respect of the Products or industrial designs of the Products, in certain jurisdictions;
- C. The Trustee has agreed to hold any applications for patents or industrial designs, or any patents or industrial designs issued and the registrations thereof, in trust for the Owner in accordance with the terms of this Agreement.

IN CONSIDERATION OF the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

- 1. The Trustee hereby acknowledges, agrees and declares that:
 - (a) The Trustee has no beneficial ownership interest in and to the Products;
 - (b) The Trustee has applied for the patents or industrial designs for the Products for and on behalf of and at the direction of the Owner; and
 - (c) When issued, the Trustee shall be the registered Owner of the patents or industrial designs for the Products and shall, as bare trustee, hold such patents and industrial designs, and the registrations thereof, in trust for and on behalf of the Owner.


For the purposes of this Agreement, "Patents" shall mean applications for and patents issued or reissued in respect of the Products and "Industrial Designs" shall mean all applications for and registrations granted for industrial designs issued in respect of the Products.

2. The Trustee and the Owner agree that all Patents applied for by and issued to the Trustee and all Industrial Designs applied for and registered in the name of the Trustee shall be set out in Schedule "A". After the execution of this Agreement the most current Schedule "A" setting out all such Patents and Industrial Designs shall from time to time be dated and initialed by the parties hereto, and shall be deemed to form part hereof, and all prior Schedules shall be deemed to have been amended.
3. The Trustee accepts the trusts imposed by this Agreement, agrees to be bound by such trusts and hereby constitutes itself as bare trustee for the Owner in accordance with the terms of this Agreement .
4. The Owner hereby agrees to indemnify and save the Trustee harmless from and against all claims, demands liabilities, damages, costs, suits or actions resulting from or in any way connected with the Patents or Industrial Designs, their applications and/or their registrations, as the case may be.
5. The Trustee hereby agrees to deliver to the Owner all requests, demands, notices or other documents relating to the Patents or Industrial Designs, or their applications.
6. This Agreement shall be governed by the laws of the Province of Ontario. Time shall be of the essence of this Agreement . This Agreement shall be binding upon and enure to the benefit of the Trustee and the Owner and their respective heirs, executors, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.


EDWARD KEILHAUER

EDWARD KEILHAUER MARKETING
INCORPORATED

Per: 
President

Schedule "A" to Trust Agreement
Trust Assets

Patents

Country	Application/Registration No.	Title
CA	2,232,020	Therapeutic Sleeping Pillow
US	08/711,216 5,727,267	Therapeutic Sleeping Pillow
EP	96929156.6 0957735	Therapeutic Sleeping Pillow
AT	E206297	Therapeutic Sleeping Pillow
DE	69615715.2	Therapeutic Sleeping Pillow
CA	2,487,433	Total Spinal Support
US	10/165,683 6,969,114	Back and Neck Support

Industrial Designs

Country	Application/Registration No.	Title
FR	981802 512820	Auto Headrest
FR	981802 512821	Auto Headrest
FR	981802 512822	Auto Headrest
FR	981802 512823	Auto Headrest
FR	981802 512824	Auto Headrest
FR	981802 512825	Auto Headrest
FR	981802 512826	Auto Headrest
FR	991402 545626	Seat Cushion
FR	991402 545627	Seat Cushion
FR	991402	Seat Cushion

	545628	
FR	991402 545629	Seat Cushion
FR	991402 545630	Seat Cushion
FR	991402 545631	Seat Cushion
FR	991402 545632	Seat Cushion
FR	991402 545633	Seat Cushion
FR	991402 545634	Seat Cushion
FR	991402 545635	Seat Cushion
FR	991402 545636	Seat Cushion
FR	991402 545637	Seat Cushion
FR	991402 545638	Seat Cushion
FR	991402 545639	Seat Cushion
CA	117494	Commuter Pillow
US	29/285,017 D572,958	Pillow
GB	2081634	Spinal Support
BX	75473-02 30844-02	Spinal Support
DE	49902605.5	Spinal Support
IT	FI9990/0000016 77.032	Spinal Support
SE	990412 66013	Spinal Support
FI	M19990197 20794	Spinal Support
NO	990165 75503	Spinal Support
AT	MU869/99 35047	Spinal Support
JP	5236/1999 1083758	Spinal Support
HK	9910257.4	Spinal Support

Schedule "A" - 2

AU	659/99 138542	Spinal Support
GB	3007675	Automotive Support Spinal
DE	40208395.4	Automotive Support Spinal
JP	2002-33211 1181406	Automotive Support Spinal
HK	0211838.2	Automotive Support Spinal
US	29/171,540 D485,111	Automotive Support Spinal
DK	DA200300444 DR200300517	Back Sleeper Pillow
SE	031001 77372	Back Sleeper Pillow
US	29/191,787 D497,507	Back Sleeper Pillow
FI	M20030241 23602	Back Sleeper Pillow
NO	20030555 78213	Back Sleeper Pillow
KR	30-2006-003 30-0444342	Travel Sleeping Pillow
HK	0602017.4	Travel Sleeping Pillow
MY	06-00600	Travel Sleeping Pillow
CA	114454	Travel Sleeping Pillow
US	29/262,025 D555,408	Travel Sleeping Pillow
SG	D2006/742/G	Travel Sleeping Pillow
DE	40604025.7	Travel Sleeping Pillow
JP	2006-20842 1308094	Travel Pillow

Furniture Intellectual Property

Country	Application/Registration No.	Title
GB	2081634	Spinal Support
BX	75473-02 30844-02	Spinal Support
DE	49902605.5	Spinal Support
IT	FI9990/0000016 77.032	Spinal Support

Schedule "A" - 3

SE	990412 66013	Spinal Support
FI	M19990197 20794	Spinal Support
NO	990165 75503	Spinal Support
AT	MU869/99 35047	Spinal Support
JP	5236/1999 1083758	Spinal Support
HK	9910257.4	Spinal Support
AU	659/99 138542	Spinal Support

Schedule "A" - 4

Exhibit "B"

**Certificate of Appointment of Estate Trustee with a Will
subsequent to the death of Edward Keilhauer**

Court File No.

ONTARIO SUPERIOR COURT OF JUSTICE

21565/08

IN THE ESTATE OF EDWARD KEILHAUER, deceased.
late of Town of Newmarket, Regional Municipality of York
occupation Business Man
who died on July 19, 2007

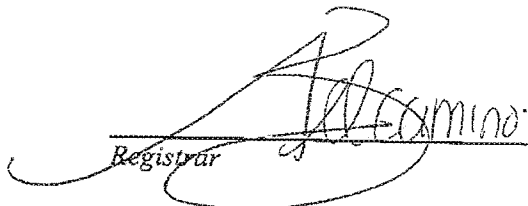
CERTIFICATE OF APPOINTMENT
OF ESTATE TRUSTEE WITH A WILL

<u>Applicant</u>	<u>Address</u>	<u>Occupation</u>
LINDA KEILHAUER	668 Chaleur Place, Newmarket, Ontario, L3Y 1L6	Executive Vice President of Therapeutica Inc.
RICK KEILHAUER	12 Sir Galahad Place, Markham, Ontario, L3P 2H6	Vice President of Engineering
JAMES CURRAN	12871 Keele Street, King City Ontario, L7B 1K7	Chartered Accountant

This CERTIFICATE OF APPOINTMENT OF ESTATE TRUSTEE WITH A WILL is hereby issued under the seal of the court to the applicant named above. A copy of the deceased's last will (and codicil(s), if any) is attached.

DATE:

FEB 05 2008


Registrar

Address of court office
50 Eagle Street West
Newmarket, Ontario
L3Y 6B1

COPY

THIS IS THE LAST WILL AND TESTAMENT of me, **EDWARD KEILHAUER**, of the Town of Newmarket and Province of Ontario with respect to my Public Estate (as hereinafter defined).

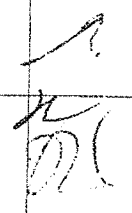
1. (a) **I HEREBY REVOKE** all Wills and Codicils made by me at any time before the 25th day of January 2007 and declare this to be my Last Will and Testament with respect to my Public Estate (as hereinafter defined), and **I DECLARE** that this document is the only executed copy of my Last Will and Testament with respect to my Public Estate.

(b) **I DECLARE** that in my Will the following terms shall be interpreted as follows:

"Private Estate" shall mean:

- (i) Any shares or indebtedness of **THERAPEUTICA INC.**, **EDWARD KEILHAUER MARKETING INC.** and **EDWARD KEILHAUER CONSULTING INC.**, or any successor corporations thereto, or any shares or securities received in exchange or substitution for such shares or indebtedness; and
- (ii) All articles of personal, domestic or household or garden use or ornament which I shall own at my death;

"my property" and **"my estate"** shall, unless the context otherwise requires, include only my Public Estate.



FOR GREATER CERTAINTY, nothing in my Will shall revoke or override any Will made by me on the 25th day of January that purports to dispose of my property other than my Public Estate.

2. **I HEREBY NOMINATE, CONSTITUTE AND APPOINT** my spouse, **LINDA KEILHAUER**, my son, **RICK KEILHAUER** and my accountant, **JAMES CURRAN**, to be the executors and estate trustees of this my Will. **PROVIDED THAT** should my spouse, **LINDA KEILHAUER** die either in my lifetime or after my death but before the trusts hereof shall have terminated or should refuse or be unable to act or continue to act or should resign as such executrix and estate trustee, then **I APPOINT SANDI GROSS** to fill the vacancy in the office of executrix and estate trustee hereof. **PROVIDED THAT** should my son, **RICK KEILHAUER** die either in my lifetime or after my death but before the trusts hereof shall have terminated or should refuse or be unable to act or continue to act or should resign as such executor and estate trustee, then **I APPOINT** my son, **MARK KEILHAUER** to fill the vacancy in the office of executor and estate trustee hereof. **PROVIDED THAT** should my accountant, **JAMES CURRAN** die either in my lifetime or after my death but before the trusts hereof shall have terminated or should refuse or be unable to act or continue to act or should resign as such executor and estate trustee, then **I APPOINT** my solicitor, **VICTOR WALL** to fill the vacancy in the office of executor and estate trustee hereof.

I DECLARE that the expression "**my Estate Trustees**" wherever used throughout this my Will shall include, where the context permits, the executor, executrix, estate trustee or executors and estate trustees for the time being of this my Will, whether

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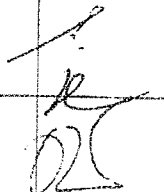
original or substituted.

I DIRECT that should any difference of opinion at any time exist among my Estate Trustees in relation to the commission or omission of any act in the execution of the trusts of this my Will, the opinion of my Estate Trustees having the majority of votes shall govern and shall be final and binding upon all persons concerned.

I HEREBY DIRECT that no trustee wherever resident or domiciled, shall be required to give any bond or security for the administration of this my Will in any part of Canada or any Province thereof or in any Commonwealth or foreign country or place.

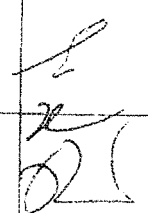
3. **I GIVE, DEVISE AND BEQUEATH** all my estate to my Estate Trustees, upon the following trusts, namely:

- (a) To pay out of and charge to the capital of my general estate my just debts, funeral and testamentary expenses and all estate, inheritance and succession duties or taxes whether imposed or pursuant to the law of this or any other jurisdiction whatsoever that may be payable in connection with any property passing (or deemed to pass by any governing law) on my death or in connection with any insurance on my life or any gift or benefit given or conferred by me either during my lifetime or by survivorship or by this my Will or any codicil thereto, and whether such duties or taxes be payable in respect of estates or interests which fall in possession at my death or any subsequent time; and I hereby authorize my Estate Trustees to commute or prepay any such taxes or duties. This

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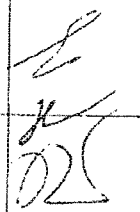
direction shall not extend to or include any such duties or taxes that may be payable by a purchaser or transferee in connection with any property transferred to or acquired by such purchaser or transferee in my lifetime or after my death pursuant to the terms of any agreement with respect to such property, or that may be payable in connection with any gift or benefit given by me.

- (c) To pay or transfer the residue of my estate to my spouse, if she survives me for a period of thirty (30) clear days, for her own use and benefit absolutely.
- (d) If my spouse should predecease me or should not survive me for a period of thirty (30) clear days, then upon my death, my Estate Trustees shall dispose of the residue of my estate then remaining as follows:
 - (1) The following definitions apply to this paragraph 3(d) of this my Private Will:
 - (i) "Date of Division" means the earlier of (A) the date which is one (1) day prior to the date which is twenty-one (21) years after the date of my death; and (B) such date as my Estate Trustees in the exercise of their absolute discretion shall determine, and any such determination by my Estate Trustees shall be final and binding on all beneficiaries and persons interested in this my Private Estate notwithstanding



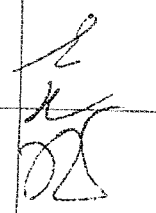
that such determination may close the class of beneficiaries hereinafter defined as Grandchildren prior to the date set out herein.

- (ii) "Grandchildren" for the purposes of this definition and as used in this my Private Will shall mean (a) those children (now living or born hereafter) who are the children of my sons Michael Keilhauer, Ron Keilhauer, Mark Keilhauer, Rick Keilhauer and Steven Keilhauer; and (b) those children who are the children of Sandy Gross and Sonia Monsberger, daughters of my spouse Linda Keilhauer
"Grandchild" means any one of such Grandchildren;
"Grandchildren of mine" and "Grandchild of mine" shall have a corresponding meaning.
- (2) Until the Date of Division, my Estate Trustees shall keep invested the Residue and shall divide and pay the annual net income derived therefrom in the following manner:
 - (i) To divide the annual net income derived from the Residue into a number of equal shares, there being one (1) such equal share for each of the Grandchildren who are then living, provided that if any Grandchild is not living at the end of that year but have left issue him or her surviving and then alive, such deceased Grandchild shall be considered

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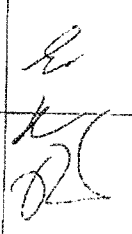
alive for the purposes of such division;

- (ii) To pay or apply to each Grandchild his or her share of the annual net income, provided any such Grandchild is living and has attained the age of twenty-one (21) years at the end of that year the balance of the annual net income not so paid or applied in respect of that year shall be accumulated and added to the Residue as capital at the end of that year.
- (3) Until the Date of Division my Estate Trustees shall be entitled to pay or apply to the benefit of any Grandchild so much of the annual net income for that year and so much of the capital which forms the Residue as my Estate Trustees in the exercise of their absolute discretion consider advisable. If my Estate Trustees in the exercise of their absolute discretion pay or apply to any Grandchild annual net income prior to the end of that year, the amount of such annual net income so paid or applied shall be considered an advance of such Grandchild's entitlement to annual net income under paragraph 3(d)(2)(ii) and deducted therefrom. Any such payment made by my Estate Trustees in the exercise of their discretion may be made from time to time to one or more of the Grandchildren to the exclusion of others in such amounts as my Estate Trustees may determine.
- (4) One the Date of Division, my Estate Trustees shall divide the



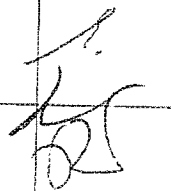
Residue then remaining into a number of equal shares, there being one (1) equal share for each of the Grandchildren then living, provided that if any of the Grandchildren are not then living, but shall have left issue him or her surviving and then alive, such deceased Grandchild shall be considered alive for the purposes of such division, and further provided that any amounts of income and capital paid or applied by my Estate Trustees pursuant to paragraphs 3(d)(2)(ii) and 3(d)(3) to any Grandchild (or his or her issue) shall be treated as advances to that Grandchild and shall be taken into account, without interest, in making the division of the Residue on the Date of Division and shall charge against and deduct from the share of the residue to which that Grandchild is entitled or, if he or she is then dead, charged against and deducted from the share directed to be paid or transferred to his or her issue; provided that if the amount of such advances exceeds such share, such excess shall not be required to be repaid. I declare that the decision of my Estate Trustees as to the amounts paid or applied to any Grandchild shall be absolute and binding on all persons concerned.

My Estate Trustees shall set aside one of such equal shares for each Grandchild who shall be living at the Date of Division and shall keep such share invested and until such Grandchild attains the age of twenty-one (21) years, pay to or apply to the benefit of such Grandchild the whole or such portion of the annual net income



derived therefrom and such part or parts of the capital thereof as my Estate Trustees in their uncontrolled discretion from time to time consider necessary or advisable for such Grandchild, provided that after the expiry of twenty-one (21) years from the date of my death or such shorter or longer period as is allowed by the Accumulations Act, R.S.O. 1990 as amended from time to time, all net income shall be paid to or applied to the benefit of such Grandchild. Upon such Grandchild attaining the age of twenty-one (21) years, my Estate Trustees shall pay the annual net income from his or her share. Upon such Grandchild attaining the age of twenty-four (24) years, the remainder of such share shall be paid or transferred to him or her for his or her use absolutely. If such Grandchild should die before attaining the age of twenty-four (24) years, the share or the part thereof then remaining shall be held by my Estate Trustees in trust for the issue of such Grandchild who survives him or her in equal shares per stirpes. If such Grandchild should leave no issue him or her surviving, such share shall be divided among the other Grandchildren who have not attained the age of twenty-four (24) years, and shall be added to and dealt with as an accretion to the share held by my Estate Trustees hereunder for such other Grandchildren.

My Estate Trustees shall set aside one of such equal shares for the issue of each Grandchild who shall have died prior to the Date of Division but shall have left issue him or her surviving and living at



the Date of Division and shall hold such share in trust for the issue of such deceased Grandchild living at the Date of Division and if more than one in equal shares per stripes.

4. **UNLESS OTHERWISE** specified in this Will, if any person should become entitled to any share in my estate before attaining the age of majority, the share of such person and any income derived therefrom shall be held and kept invested by my Estate Trustees and the income and capital or so much thereof as my Estate Trustees in their absolute discretion consider necessary or advisable shall be used for the benefit of such person until he or she attains the age of majority.

I AUTHORIZE my Estate Trustees to make any payments or transfers for any person under the age of majority or otherwise under disability to a parent or guardian or person acting as such of such person, whose receipt shall be a sufficient discharge to my said Estate Trustees in respect of such payments.

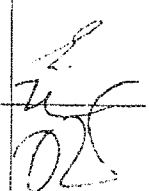
5. **IN ADDITION** to all other powers by this my Will or by any codicil hereto or by any statute or law conferred on them, my Estate Trustees shall have the following powers:

- (a) Notwithstanding the direction to my Estate Trustees hereinbefore contained to pay all my just debts, my Estate Trustees may make such arrangements as they deem advisable in the interest of my estate for the gradual liquidation of any liability which I may be under at the date of my

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death. My Estate Trustees, without the consent of any person interested under this my Will or the Official Guardian of the Province of Ontario, or the Order of any Court or Judge, may compromise, settle and waive any claim or claims at any time due to or by my estate.

- (b) Subject to any specific direction given in connection with the assets of my estate, to use their discretion in the realization of my estate, with power to my Estate Trustees to sell, call in and convert into money any part of my estate not consisting of money at such time or times, in such manner and upon such terms, and either for cash or credit or for part cash and part credit as my said Estate Trustees may in their uncontrolled discretion decide upon, or to postpone such conversion of my estate or any part or parts thereof for such length of time as they may think best, and I hereby declare that my Estate Trustees may retain any portion of my estate in the form in which it may be at my death (notwithstanding that it may not be in the form of an investment in which Estate Trustees are authorized to invest trust funds, and whether or not there is a liability attached to any portion of my estate) for such length of time as my said Estate Trustees may in their discretion deem advisable, and my Estate Trustees shall not be held responsible for any loss that may happen to my estate by reason of so doing.
- (c) My Estate Trustees, when making investments for my estate, shall not be limited to investments authorized by law for Estate Trustees but may make any investments which in their uncontrolled discretion they consider



advisable and my said Estate Trustees shall not be liable for any loss that may happen to my estate in connection with any such investment made by them in good faith.

- (d) My Estate Trustees shall have full power and discretion to sell, mortgage and lease, without being limited as to term or exchange, give options on or otherwise dispose of, or deal with, any real estate held by my Estate Trustees in such manner, at such time and upon such terms as to credit or otherwise as they, in their discretion, deem advisable, and to repair, alter, improve, add to or remove any buildings thereon and generally to manage such real estate.
- (e) My Estate Trustees may, at any time and from time to time borrow money upon the security of all or any of the assets of my estate in such manner, on such terms and conditions, for such length of time and for such purposes connected with my estate as my Estate Trustees in their absolute discretion deem necessary or advisable. My Estate Trustees may borrow from any person or corporation notwithstanding that such person or corporation may be a member of my family or a beneficiary or trustee under my Will, and the person or corporation from whom my Estate Trustees borrow shall, nevertheless, be entitled to receive and be paid for its, his or her own benefit, any interest that my Estate Trustees in their absolute discretion deem advisable.
- (f) My Estate Trustees, in making any division of my estate or any part

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thereof or in setting aside or paying any share or interest therein, may, either wholly or in part, divide, set aside or pay over in specie the assets forming my estate at the time of such division, setting aside or payment, or such of the assets as they deem advisable, and I expressly will and declare that my Estate Trustees may in their absolute discretion fix the value of my estate and of the assets thereof and any part or parts thereof for the purpose of making any such division, setting aside or payment or for any other purpose in the administration of my estate, and the decision of my Estate Trustees shall be final and binding on all persons concerned.

- (g) I give to my Estate Trustees full, absolute and unfettered discretion from time to time and at any time or times to make or not to make any election or elections, determinations, distributions and/or allocations for the purposes of the Income Tax Act (Canada) or any similar legislation of any province or other jurisdiction in force from time to time as they in their absolute discretion deem to be in the best interests of my estate and/or the beneficiaries, whether or not such election or elections, determinations, distributions and/or allocations may or would have the effect of conferring an advantage on any one or more of the beneficiaries or could otherwise be considered but for the foregoing as not being an impartial exercise by my Estate Trustees of their duties hereunder or as not being the maintaining of an even hand among the beneficiaries and all such exercise of their discretion shall be binding upon all beneficiaries, and shall not be subject to question by any person, official, authority, court or tribunal whatsoever or whomsoever. Where any specific funds, shares or residues are created

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under this my Will, my Estate Trustees shall have the absolute power to determine which specific assets shall form such fund, share or residue, as the case may be, unless otherwise expressly provided in my Will. I specifically exonerate my Estate Trustees from any responsibility with respect to any such elections, determinations, distributions and/or allocations if they act bona fide in the exercise of such power.

- (h) My Estate Trustees may deal with or retain, as authorized investments of my estate, any shares, rights to shares and obligations of, or interest in, any company or corporation howsoever acquired and whensoever received, for such length of time and on such terms as they may from time to time consider advisable, and to exercise and take advantage of all rights, powers and privileges in connection therewith as fully and as effectually as I would be entitled and able to do if I were living and the owner thereof, for such purpose or purposes to use any moneys or other assets of my estate.
- (i) Without in any way restricting the general power and discretion herein given to my Estate Trustees, I authorize them to continue to carry on any business which I may own or control at the time of my death for such length of time as in their uncontrolled discretion they consider to be in the best interests of my estate, and I give to my Estate Trustees power to do all things necessary or advisable for the carrying on, incorporation, winding up or disposal of any such business or interest therein to the same extent that I myself could do if living. Should the business be incorporated, I

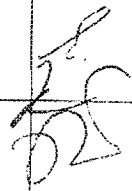
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authorize my Estate Trustees to retain the shares of that incorporated company as an authorized investment of my estate for such length of time as in their discretion they deem advisable.

- (j) My Estate Trustees may exercise, on or before the last day or days for exercising the same, all or any stock purchase options which I may hold at the time of my death, including, but not limited to, the options which may have been granted to me in connection with any office or employment during my lifetime, and I authorize my Estate Trustees to retain, as an investment of my estate for such length of time as, in their absolute discretion they deem advisable, any stock acquired by them as the result of exercising such options.
- (k) If at the time of my death, I am entitled to any rights or things within the meaning of subsections (2) and (3) of section 70 of the Income Tax Act of Canada, or any enactment amending the same or substituted therefore, or any other provision of like or similar effect of any other federal or provincial legislation from time to time in force, then notwithstanding any provisions of this my Will, my Estate Trustees may assign or transfer all such rights or things to my spouse, if she should survive me for a period of thirty (30) days, or if my spouse should not survive me for a period of thirty (30) days, to my surviving issue in equal shares per stirpes.
- (l) Whenever my Estate Trustees may be directed or authorized to pay or apply the annual net income of my estate to one or more beneficiaries

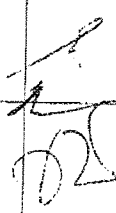
alive at the end of any year, my Estate Trustees may pay such annual net income in annual or more frequent periodic payments during such year, and for such purpose my Estate Trustees at any time or times during such year are hereby specifically authorized and empowered to make reasonable estimates of the annual net income which is accrued to the date of such periodic payment. In the event that the annual net income shall in fact be less than the amount so paid to the beneficiaries during such year, my Estate Trustees shall not be responsible for any such deficiency. And further, my Estate Trustees shall not be responsible for any payment of income to any beneficiary during such year as aforesaid in the event that such beneficiary should not be alive at the end of such year, and my Estate Trustees shall not be obliged to take any steps to recover any such payments and further, the recipient of any such amount shall not be liable to my estate or to any beneficiary of my estate.

- (m) Wherever I have used the expression "net income" in connection with my estate or any part thereof, the expression "net income" shall mean all of the income of my estate or such part thereof, as the case may be, less the aggregate of:
- (1) any and all expenses incurred in or about the management of my estate and the assets or such part thereof, as the case may be;
 - (2) such further or other sums in each year as my Estate Trustees shall in their sole and absolute discretion consider to be proper



allowances, reserves, deductions, disbursements and/or outgoings applicable thereto in accordance with generally accepted accounting principles; and

- (3) without limiting the generality of the foregoing, such sum in each year as my Estate Trustees shall in their absolute discretion consider necessary and advisable from time to time as being on account of depreciation, depletion, deterioration or obsolescence of the assets in my estate or such part thereof, as the case may be.
- (n) Notwithstanding the provisions of subparagraph (m) hereof, my Estate Trustees shall have unfettered discretion and authority after, from time to time and at any time or times to distribute any property or properties of my estate (as it shall be comprised from time to time) to any one or more of the beneficiaries of my estate in satisfaction of all or any part of any capital interest or capital interests of such beneficiary or beneficiaries in my estate from time to time (and for such purposes "capital interest" shall have the meaning ascribed thereto by paragraph 108(1)(c) of the Income Tax Act), and it is my express intention and desire that in exercising such discretion and authority my Estate Trustees are to have regard to, and may exercise their discretion and authority on the basis of, the effect of the application of subsections 104(4) and 104(5) of the Income Tax Act if any particular property or properties held from time to time in my estate are not distributed to one or more of the beneficiaries, as the case may be, prior to the day on which such property or properties shall be deemed to



have been disposed of by my estate as provided in the said subsections 104(4) and 104(5) of the Income Tax Act, and any such exercise by my Estate Trustees of the discretion and authority hereinbefore provided shall be binding on all the beneficiaries of my estate whether or not such would have the effect of conferring an advantage on any one or more of the beneficiaries at the expense of any one or more of the other beneficiaries or could otherwise be considered but for the foregoing as not being an impartial exercise by my Estate Trustees of their duties, powers and discretions under this my Will or as not being the maintaining of an even hand among the beneficiaries.

- (o) If at the date of my death I am liable either alone or jointly as endorser, guarantor or otherwise for any liability of any company (or person or persons), I authorize my Estate Trustees to renew from time to time in their discretion the bills, notes, guarantees or other securities or contracts evidencing such liability, and for that purpose to enter into new obligations on behalf of my estate. My intention in conferring these powers and discretions upon my Estate Trustees is to enable them, in the first place, to gradually liquidate the liabilities of my estate at as early a date as possible but without loss to my estate by reason of the abrupt termination of these liabilities and, secondly, to make such arrangement by way of renewal or otherwise as will best enable these companies to make new arrangements either directly or gradually and without prejudicing their interests. My intention is to give my Estate Trustees the widest possible discretion in dealing with these matters in order that they may be

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free to exercise their best judgment in carrying out my first intention, and in reconciling as far as possible the best interest of my estate with my desire that these companies may not be prejudiced or unduly inconvenienced by the termination of my endorsement or guarantee. The decision of my Estate Trustees in these matters shall be final and binding upon my estate and all other persons interested.

- (p) My Estate Trustees may engage at the expense of my estate or of any trust created hereunder, the services of any professional or expert individual, organization or corporation to assist them in the administration of my estate or of any trust fund created herein or of any aspect thereof. My Estate Trustees shall not be personally liable for any act or omission done or made in accordance with the written advice or opinion of such advisor upon any question whatsoever. Should my Estate Trustees, or any one of them, be engaged in a profession or business, such Trustee shall be entitled to charge and be paid fees or other charges for business transacted, time expended and acts done by him or his firm in connection with the administration of my estate and the trusts of this my Will, including acts which a trustee not being in a profession or business could have done personally.

6. **ANY REFERENCE** in this my Will or in any Codicil hereto to a person in terms of a relationship to another person determined by blood or marriage shall not include a person born outside marriage nor a person who comes within the description traced through another person who was born outside marriage, provided that any person

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who has been legally adopted shall be regarded as having been born in lawful wedlock to his or her adopting parent and any person who is born outside marriage and whose natural parents subsequently marry shall be regarded as having been born in lawful wedlock.

7. **WHEREVER USED** throughout this my Will, the words "**child**" and "**children**" and "**issue**" shall include all adopted (under the law of any jurisdiction whatsoever) children and issue and shall also include any child or issue en ventre sa mere who may be born alive at any time hereafter (and for all purposes of this my Will any such child or issue shall be deemed to be alive during the period in which he or she shall be en ventre sa mere), and for greater certainty "**issue**" shall not be confined to "**children**" but shall include children and all other lineal descendants, and notwithstanding the provisions of Section 86 of the Child & Family Services Act, 1984, S.O. 1984, c.55, as amended, from time to time in force of like or similar effect, any person who shall have been or shall be adopted by any other person as his or her child shall not by reason of such adoption cease to be a beneficiary hereunder but shall, for the purpose of the interpretation of this my Will, nevertheless remain a beneficiary and be entitled to and shall take his or her interest in my estate in the same manner and to the same extent as if he or she had not been so adopted.

8. **I DECLARE THAT** the provisions which I have made herein for any beneficiary are intended by me to be for the sole and exclusive benefit of such beneficiary and that any income derived from any assets provided to such beneficiary or any capital accretions to such assets shall remain the sole and exclusive property of the beneficiary to whom such assets were provided and shall not form part of his or her net family property for any purpose or purposes of the Family Law Act, 1986, S.O. 1986, c.4, as from time to

time amended. For greater certainty, the aforesaid provision is intended by me to constitute the express statement to such effect as contemplated in paragraph 2 of subsection 4(2) of the said Family Law Act.

IN TESTIMONY WHEREOF I have to this my Last Will and Testament written upon this and the nineteen (19) preceding pages of paper, subscribed my name this 25th day of January 2007.

SIGNED PUBLISHED AND DECLARED)

by the above-named Testator, **EDWARD**)
KEILHAUER, as and for his Last Will and)
 Testament, in the presence of us, both)
 present at the same time, who at his request,)
 in his presence, and in the presence of each)
 other, have hereunto subscribed our names)
 as witnesses:)


 EDWARD KEILHAUER

Signature of Witness

Name: Victor Wall
 Address: 11 Sandor Place
 Thornhill, Ontario
 L3T 6W2

Signature of Witness

Name: James Curran
 Address: 12871 Beale St
 King City ON
 L7S 1H7

IN THE ESTATE OF

EDWARD KEILHAUER, deceased

Court File No.

21565/08

SUPERIOR COURT OF JUSTICE

at NEWMARKET

CERTIFICATE OF APPOINTMENT OF
ESTATE TRUSTEE WITH A WILL

VICTOR WALL

Barrister and Solicitor
10 West Pearce Street
Suite 3
Richmond Hill, Ontario
L4B 1B6

Tel: (905) 881-4800
Fax: (905) 881-4877

Solicitor for the Estate

PATENT

REEL: 034947 FRAME: 0402

RECORDED: 02/12/2015