TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Gates Corporation		03/28/2003	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Interfloor Limited
Street Address:	Broadway, Haslingden
City:	Rossendale, Lancashire
State/Country:	UNITED KINGDOM
Entity Type:	COMPANY: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2740877	HUNTER

CORRESPONDENCE DATA

Fax Number: (780)424-5866

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: rmcdonald@millerthomson.ca

Correspondent Name: Robert D. McDonald
Address Line 1: 2700, 10155 - 102 Street

Address Line 4: Edmonton, ALBERTA T5J 4G8

ATTORNEY DOCKET NUMBER:

63644.2

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

900014796

Roxanne St. Goddard

TRADEMARK

REEL: 002967 FRAME: 0316

CH \$40.00

Total Attachments: 4 source=1198695#page1.tif source=1198692#page1.tif source=1198693#page1.tif source=1198694#page1.tif

> TRADEMARK REEL: 002967 FRAME: 0317

Trade Mark Assignment

The Gates Corporation

and

Interfloor Limited

28 Mayon 2003

SER/CXF/D752.00013

THIS ASSIGNMENT is made on 28 March 2003

BETWEEN:

- (1) The Gates Corporation, a company incorporated in Delaware, USA whose registered office is at 900 South Broadway, Denver, Colorado, 80209, USA; (the "Assignor"); and
- (2) Interfloor Limited (no. 4407328), a company incorporated in England and Wales whose registered office is at Broadway, Haslingden, Rossendale, Lancashire BB4 4LS; (the "Assignee").

RECITALS

Pursuant to the acceptance of an offer made by Gates (UK) Limited ("Gates") to Interfloor Limited on 15 May 2002 by way of offer letter and accompanying appendix (the "Agreement"), Gates agreed to procure the Assignor to assign the registered trade marks and application for registration of trade mark set out in the attached schedule (the "Trade Marks") to the Assignee and the Assignor has agreed to make such assignment on the terms set out in this assignment.

THE PARTIES AGREE AS FOLLOWS:

- In pursuance of the Agreement the Assignor does HEREBY ASSIGN and transfer such right, title and interest to and in the Trade Marks as it may have, including all statutory and common law rights attaching thereto and the right to sue for past infringements and to retain any damages obtained as a result of such action, to the Assignee.
- The Assignor confirms that this assignment is made with the goodwill attaching to the Trade Marks and the goodwill of the business in which the Trade Marks have been used by the Assignor.
- 3. The Assignor shall at the expense of Gates do and execute or procure that there shall be done and executed all such documents, deeds, matters, acts and things as the Assignee may at any time require properly to vest such right, title or interest in the Trade Marks or any one or more of them as they may have in the Assignee or otherwise to give effect to this assignment and perfect the Assignee's title (save for recording this assignment or related country assignments at national Trade Mark Registries on behalf of the Assignee which shall be the responsibility of the Assignee).
- 4. This assignment (and any dispute, claim, proceeding or controversy in relation to it or its formation) shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of it.

IN WITNESS whereof this assignment has been executed on the date first above written.

SCHEDULE

TRADE MARK REGISTRATIONS

Owner The Gates Corporation The Gates Corporation The Gates Corporation	
The Gates Corporation	
The Gates Corporation	
The Gates Corporation	
The Gates Corporation	
	
The Gates Corporation	
The Gates Corporation	
The Gates Corporation	
The Gates Corporation	
	The Gates Corporation
	1 superanon
The Gates Corporation	
Gues Corporation	
The Gates Corporation	
	The Gates Corporation

Dete: February 12,2003

RECORDED: 11/01/2004

Signed by Vice President and Ceneral Counted for and on behalf of THE GATES CORPORATION in the presence of:

CH Castlema Cents H. Contleman of 900 South Broadespey

Denver colonedo Signed by

for and on behalf of INTERFLOOR LIMITED in the presence of:

> 13 Romo WAY HASLINGSON LANCASHIRG

> > -4-

TRADEMARK **REEL: 002967 FRAME: 0321**