

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noveko International Inc.		09/28/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Third Eye Capital Corporation		
Street Address:	161 Bay Street, Suite 3930		
Internal Address:	Brookfield Place, TD Canada Trust Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4012741	NOVEKO	
CORRESPONDENCE DATA			
Fax Number:	4162163930		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	514-847-4243		
Email:	dockettor@nortonrose.com		
Correspondent Name:	NORTON ROSE CANADA LLP		
Address Line 1:	1 Place Ville Marie		
Address Line 4:	Toronto, CANADA H3B 1R1		
ATTORNEY DOCKET NUMBER:	01016116-0007		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

CH \$40.00 4012741

Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Matthew J. Marquardt

Signature:

/Matthew J. Marquardt/

Date:

07/11/2012

**Total Attachments: 12**

source=Document (14)#page1.tif  
source=Document (14)#page2.tif  
source=Document (14)#page3.tif  
source=Document (14)#page4.tif  
source=Document (14)#page5.tif  
source=Document (14)#page6.tif  
source=Document (14)#page7.tif  
source=Document (14)#page8.tif  
source=Document (14)#page9.tif  
source=Document (14)#page10.tif  
source=Document (14)#page11.tif  
source=Document (14)#page12.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, supplements, restatements and other modifications, if any, from time to time, the **Agreement**), dated as of September 28, 2011, between Noveko International Inc., a Canadian corporation (the **Grantor**) and Third Eye Capital Corporation, as Intercreditor Agent (as defined in the Intercreditor Agreement) and as *fondé de pouvoir* (together with its successors and assigns, in such capacities, (the **Intercreditor Agent**);

### WITNESSETH:

**WHEREAS**, pursuant to that certain loan agreement (as amended, restated, supplemented, replaced or otherwise modified from time to time, the **Loan Agreement**) entered into as of the date hereof, by and among, *inter alia*, the Grantor, as borrower (the **Borrower**), the other parties thereto from time to time, as guarantors, the parties thereto from time to time, as Lenders, and Third Eye Capital Corporation as administrative agent and collateral agent for and on behalf of the Lenders (in its aforesaid capacity, or any permitted successor or assign in such capacity, the **Lender Agent**), the Borrower will borrow certain credit facilities from the Lenders;

**WHEREAS** pursuant to the terms of that certain agency and administration agreement (collectively with any supplement thereto, any subscription agreement in connection therewith, and the whole as may be amended, restated, supplemented, replaced or otherwise modified from time to time, the **Agency Agreement**) entered into as of the date hereof, by and among, *inter alia*, the Grantor, as issuer, the other parties named therein from time to time as guarantors, and Third Eye Capital Corporation as administrative agent and collateral agent for and on behalf of the Convertible Debentureholders (in its aforesaid capacity, or any permitted successor or assign in such capacity, the **Convertible Debentureholder Agent**), the Grantor will also create and issue certain Debentures (as such term is defined in the Agency Agreement) in the aggregate face amount of TWO MILLION CANADIAN DOLLARS (Cdn\$2,000,000.00) (as amended, restated, renewed, re-issued, supplemented or otherwise modified from time to time, collectively, the **Convertible Debentures**);

**WHEREAS** an intercreditor agreement has been entered into as of the date hereof among, *inter alia*, the Lender Agent, the Convertible Debentureholder Agent, the Lenders, the Convertible Debentureholders and the Intercreditor Agent, (as amended, supplemented, restated, replaced or otherwise modified from time to time, the **Intercreditor Agreement**), governing the rights and remedies of the parties to be secured, *inter alia*, by the security constituted under the Finance Documents (as defined therein);

**WHEREAS** in connection with the Loan Agreement and the Agency Agreement, the Grantor has executed and delivered certain security agreements on its personal property and the universality of its movable property, dated on or about the date hereof, including, namely, a Deed of Hypothec (all such documents, as amended, restated, replaced, supplemented or otherwise modified, the **Security Documents**).

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Intercreditor Agreement.

SECTION 2. Grant of Hypothec and Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Loan Obligations and the Convertible Debenture Obligations pursuant to the Finance Documents, the Grantor acknowledges having granted a hypothec and security interest under the Security Documents to the Intercreditor Agent for its own benefit and for the benefit of the Priority Creditors and, to the extent necessary hereby does pledge and hypothecate (for the amount stated in the Security Documents, if any) to the Intercreditor Agent for its own benefit and for the benefit of the Priority Creditors, and grants to the

Intercreditor Agent for its own benefit and for the benefit of the Priority Creditors a security interest in, all of the following property (the **Collateral**), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and patents (all of the foregoing items in this clause (a) being collectively called the **Intellectual Property**), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or in any office or agent of any other country or jurisdiction, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof; (however, to the extent that the granting of a security interest in any trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent to use such trademark or service mark (pursuant to Section 1(b) of the Lanham Trademark Act (15 U.S.C. 1060) (the **Lanham Act**)) would render such trademark or service mark (or the application therefore) invalid or unenforceable, then the security interest granted under the Security Documents shall not attach to such trademark or service mark application filed on the basis of the Grantor's intent to use such trademark or service mark until such time as (A) an amendment is filed under section 1(c) of the Lanham Act to bring the application into conformity with section 1(a) of the Lanham Act, or (B) a verified statement of use is filed under section 1(d) of the Lanham Act);

(b) all Intellectual Property licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Intellectual Property license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Intellectual Property, Intellectual Property registration or Intellectual Property license, including any Intellectual Property, Intellectual Property registration, or Intellectual Property license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Intellectual Property or for breach or enforcement of any Intellectual Property license and all rights corresponding thereto throughout the world.

However, the Collateral does not include, and Grantor is deemed not to have granted a security interest in, any of Grantor's right, title or interest in (i) any property the granting of a security interest in which is prohibited by, or constitutes a breach or default under or results in the termination, abandonment, invalidity, unenforceability of, or requires any consent not obtained under, any agreement, right, contract, franchise, lease, license agreement, instrument, permit, approval or other document giving rise to such property, in each case solely to the extent that (and for so long as) such prohibition, breach, default, termination, abandonment, invalidity, unenforceability or consent requirement is not rendered ineffective or unenforceable against third parties or otherwise ineffective to prevent the granting of a security interest under applicable law (including Sections 9-406, 9-407, 9-408 and 9-409 of the UCC) or under any such contract, lease, license agreement, instrument, permit, approval or other document giving rise to such property, and (ii) any property as to which the granting of a security interest thereon is prohibited by applicable law.

**SECTION 3.** Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security and security interest of the Intercreditor Agent in the Collateral relating to the Intellectual Property referred to in Schedule "A" with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other similar foreign intellectual property office, in each case to the extent it may be so registered therein. The security and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security and security interest

granted to the Intercreditor Agent for its benefit and the benefit of the Priority Creditors under the Security Documents. The Security Documents (and all rights and remedies of the Intercreditor Agent and the Priority Creditors) shall remain in full force and effect in accordance with their terms. In the event of any conflict between this Agreement and the Security Documents, the Security Documents shall control.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Intercreditor Agent with respect to the security and security interest in the Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

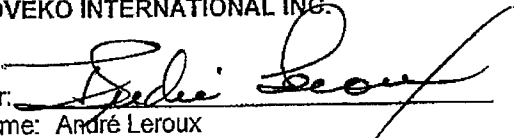
SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Language. The parties acknowledge that they have required that this agreement and all related documents be prepared in English. *Les parties aux présentes reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.*

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

NOVEKO INTERNATIONAL INC.

Per:   
Name: André Leroux  
Title: Chairman and Chief Executive Officer

THIRD EYE CAPITAL CORPORATION,  
as Intercreditor Agent

Per: \_\_\_\_\_  
Name: Arif N. Bhalwani  
Title: Managing Director

Per: \_\_\_\_\_  
Name: David G. Alexander  
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

**NOVEKO INTERNATIONAL INC.**

Per: \_\_\_\_\_  
Name: André Leroux  
Title: Chairman and Chief Executive Officer

**THIRD EYE CAPITAL CORPORATION,  
as Intercreditor Agent**

Per: \_\_\_\_\_  
Name: Arif N. Bhalwani  
Title: Managing Director

Per: David G. Alexander  
Name: David G. Alexander  
Title: Managing Director

SCHEDULE "A"

Part 1 - Canada

Canadian Trademarks

<b>Owner/Obligor</b>	<b>Registration Number</b>	<b>Description</b>
Noveko International Inc.	TMA720,572	(Protective masks, chirurgical masks, air filters)
Noveko International Inc.	TMA723,242	(Protective masks, chirurgical masks, air filters)
Noveko International Inc.	TMA720,450	(Protective masks, chirurgical masks, air filters)
Noveko International Inc.	TMA720,535	<b>NOVEKO</b> (Protective masks, chirurgical masks, air filters)



Part 2 – U.S.

US Trade-marks

**Applications**

Owner/Obligor	Registration Number	Description
Noveko International Inc.	77/220/401	<b>NOVEKO</b>  <i>(air filters for mechanical purposes in class 7; protective masks not for medical purposes in class 9; masks for use by medical personnel and surgical masks in class 10; air filters for use in heating, ventilation and air conditioning systems in institutional, commercial, industrial, agricultural and residential buildings in class 11)</i>

Part 3 – Other foreign intellectual property office

(A) Registrations

Owner/Obligor	Registration Number	Description (including Country)
Noveko International Inc.	1215526	<b>NOVEKO</b>  <i>(international classes 9, 10 and 11)</i> <b>Australia</b>
Noveko International Inc.	6444675	<b>NOVEKO</b>  <i>(Protective masks not for medical purpose in class 9)</i> <b>China</b>
Noveko International Inc.	6444269	<b>NOVEKO</b>  <i>(masks for use by medical personnel and surgical masks in class 10)</i> <b>China</b>
Noveko International Inc.	6444270	<b>NOVEKO</b>  <i>(air filters for use in heating, ventilation and air conditioning systems in class 11)</i> <b>China</b>

<b>Owner/Obligor</b>	<b>Registration Number</b>	<b>Description (Including Country)</b>
Noveko International Inc.	30104155	<b>NOVEKO</b> <i>(international classes 9, 10 and 11)</i> <b>Hong Kong</b>
Noveko International Inc.	40-0780437	<b>NOVEKO</b> <i>(Protective masks not for medical purpose in class 9; masks for use by medical personnel and surgical masks in class 10)</i> <b>South Korea</b>
Noveko International Inc.	40-0832732	<b>NOVEKO</b> <i>(air filters for air purifying apparatus in class 11)</i> <b>South Korea</b>
Noveko International Inc.	006516256	<b>NOVEKO</b> <i>(Protective masks in class 9; masks for use by medical personnel and surgical masks in class 10; air filters for use in heating, ventilation and air conditioning systems in class 11)</i> <b>Europe</b>
Noveko International Inc.	1632784	<b>NOVEKO</b> <i>(Protective masks in class 9; masks for use by medical personnel and surgical masks in class 10; air filters for use in heating, ventilation and air conditioning systems in class 11)</i> <b>India</b>
Noveko International Inc.	IDM0002235 19	<b>NOVEKO</b> <i>(international class 9)</i> <b>Indonesia</b>
Noveko International Inc.	IDM0002235 17	<b>NOVEKO</b> <i>(international class 10)</i> <b>Indonesia</b>
Noveko International Inc.	IDM0002235 18	<b>NOVEKO</b> <i>(international class 11)</i> <b>Indonesia</b>
Noveko International Inc.	206762	<b>NOVEKO</b> <i>(Protective masks not for medical purpose in class 9)</i> <b>Israel</b>

<b>Owner/Obligor</b>	<b>Registration Number</b>	<b>Description (including Country)</b>
Noveko International Inc.	206763	<b>NOVEKO</b> <i>(masks for use by medical personnel and surgical masks in class 10)</i> <b>Israel</b>
Noveko International Inc.	206764	<b>NOVEKO</b> <i>(air filters for use in heating, ventilation and air conditioning systems in class 11)</i> <b>Israel</b>
Noveko International Inc.	5254545	<b>NOVEKO</b> <i>(Protective masks, dusk masks, respirators in class 9; masks for use by medical personnel, chirurgical masks in class 10; air filters for use in heating, ventilation and air conditioning systems in class 11)</i> <b>Japan</b>
Noveko International Inc.	07024825	<b>NOVEKO</b> <i>(surgical masks in class 10)</i> <b>Malaysia</b>
Noveko International Inc.	07024824	<b>NOVEKO</b> <i>(Protective masks in class 9)</i> <b>Malaysia</b>
Noveko International Inc.	07024823	<b>NOVEKO</b> <i>(air filters in class 11)</i> <b>Malaysia</b>
Noveko International Inc.	114584	<b>NOVEKO</b> <i>(international class 9, 10, and 11)</i> <b>Morocco</b>
Noveko International Inc.	1,076,429	<b>NOVEKO</b> <i>(Protective masks not for medical purpose in class 9)</i> <b>Mexico</b>
Noveko International Inc.	1,039,752	<b>NOVEKO</b> <i>(international class 10 )</i> <b>Mexico</b>
Noveko International Inc.	1,076,430	<b>NOVEKO</b> <i>(air filters for use in heating, ventilation and air conditioning systems in class 11)</i> <b>Mexico</b>

<b>Owner/Obligor</b>	<b>Registration Number</b>	<b>Description (including Country)</b>
Noveko International Inc.	246537	<b>NOVEKO</b> (international class 9 and 10) <b>Norway</b>
Noveko International Inc.	781326	<b>NOVEKO</b> (class 9 in respect of protective masks; class 10 in respect of surgical masks; class 11 in respect of air filters) <b>New-Zealand</b>
Noveko International Inc.	391120	<b>NOVEKO</b> (international class 9 and 10) <b>Russia</b>
Noveko International Inc.	T072633J	<b>NOVEKO</b> (Protective masks in class 9; masks for use by medical personnel and surgical masks in class 10; air filters for use in heating, ventilation and air conditioning systems in class 11) <b>Singapore</b>
Noveko International Inc.	1325418	<b>NOVEKO</b> (Protective masks in class 9; surgical masks in class 10; air filters class 11) <b>Taiwan</b>
Noveko International Inc.	EE07.3082	<b>NOVEKO</b> (Protective masks in class 9; masks for use by medical personnel and surgical masks in class 10; air filters for use in heating, ventilation and air conditioning systems ) <b>Tunisia</b>
Noveko International Inc.	113902	<b>NOVEKO</b> (Protective masks in class 9; masks for use by medical personnel and surgical masks in class 10; air filters for use in heating, ventilation and air conditioning systems ) <b>Vietnam</b>
Noveko International Inc.	2008/25784	<b>NOVEKO</b> (international class 9) <b>South Africa</b>
Noveko International Inc.	2008/25785	<b>NOVEKO</b> (international class 10) <b>South Africa</b>

Owner/Obligor	Registration Number	Description (including Country)
Noveko International Inc.	2008/25786	<b>NOVEKO</b> (international class 11) <b>South Africa</b>

**(B) Applications**

Owner/Obligor	Registration Number	Description (including Country)
Noveko International Inc.	073291	<b>NOVEKO</b> (protective masks; surgical masks; air filters) <b>Algeria</b>
Noveko International Inc.	829519840	<b>NOVEKO</b> (protective masks except for medical personnel, in class 9) <b>Brazil</b>
Noveko International Inc.	829519807	<b>NOVEKO</b> (chirurgical masks in class 10) <b>Brazil</b>
Noveko International Inc.	829519777	<b>NOVEKO</b> (air filters for use in heating, ventilation and air conditioning systems in class 11)) <b>Brazil</b>
Noveko International Inc.	210470	<b>NOVEKO</b> (international class 9) <b>Egypt</b>
Noveko International Inc.	210471	<b>NOVEKO</b> (international class 10) <b>Egypt</b>
Noveko International Inc.	210472	<b>NOVEKO</b> (international class 11) <b>Egypt</b>
Noveko International Inc.	104515	<b>NOVEKO</b> (international class 9) <b>United Arab Emirates</b>
Noveko International Inc.	104516	<b>NOVEKO</b> (international class 10) <b>United Arab Emirates</b>

Owner/Obligor	Registration Number	Description (including Country)
Noveko International Inc	104517	<b>NOVEKO</b> (International class 11) <b>United Arab Emirates</b>