

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIP Inc.		08/30/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West		
Internal Address:	11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85784056	FUSION	
Registration Number:	2700692	INTEGRIDERM	
Registration Number:	2831357	MIP	
Serial Number:	85784051	REVOLUTION LINEN SYSTEM	
Serial Number:	85784044	RLS	
Serial Number:	85758158	ULTRASLIDE SYSTEM	
Registration Number:	0977375	SLEEP-KNIT	
CORRESPONDENCE DATA			
Fax Number:	4163611790		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4163616174		
Email:	lmarchant@wildlaw.ca		
Correspondent Name:	Laura Marchant		

OP \$190.00 85784056

Address Line 1: 365 Bay Street  
Address Line 2: Suite 800  
Address Line 4: Toronto, CANADA M5H 2V1

ATTORNEY DOCKET NUMBER: 213382

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER: Laura Jean Marchant

Signature: /Laura Jean Marchant/wft/1

Date: 10/02/2013

Total Attachments: 8  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated August 30, 2013 is made by MIP INC., a company amalgamated and existing pursuant to the *Canada Business Corporations Act* (the “*Grantor*”) in favour of Bank of Montreal (“*Lender*”).

WHEREAS the Grantor (as successor by amalgamation to 8617236 Canada Inc.) is a party to a credit agreement dated as of even date herewith (collectively, as the same may be amended, modified, replaced, revised, extended, renewed, restated or supplemented from time to time, the “*Credit Agreement*”) among, inter alia, the Grantor and the Lender pursuant to which the Lender has agreed to extend credit and make certain other financial accommodations available to the Grantor.

AND WHEREAS as a condition to extending credit to the Grantor under and in connection with the Credit Agreement, the Lender has required, among other things, that to secure the payment and performance of the Grantor’s indebtedness, liabilities and obligations incurred or to be incurred to the Lender under and in connection with the Credit Agreement, the Grantor grants to the Lender a continuing security interest over all of its property and undertaking in accordance with the terms of a General Security Agreement (the “*GSA*”).

WHEREAS under the terms of the GSA the Grantor has granted to Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office and other governmental authorities;

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

SECTION 1. Grant of Security. The Grantor hereby grants to Lender a security interest in all of the Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(A) all of the patents and patent applications of the Grantor existing from time to time including those set forth in Schedule “A” hereto (the “*Patents*”);

(B) all of the trademark and service mark registrations and applications of the Grantor from time to time including those set forth in Schedule “B” hereto, together with the goodwill symbolized thereby (the “*Trademarks*”);

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule “C” hereto (the “*Copyrights*”);

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the

world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all obligations of the Grantor to the Lender now or hereafter existing including, without limitation, those obligations under or in respect of the Credit Agreement and all documents ancillary thereto, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the U.S. Patent and Trademark Office, U.S. Copyright Office and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to and the rights and remedies of Lender with respect to the Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

*[Remainder of Page Intentionally Left Blank – Execution Page follows]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

MIP INC.

By: \_\_\_\_\_

Name: *Robert J. ...*

Title: *Director*

*US IP Agreement -- Execution Page*

PATENTS

1) Canada

Patent	Patent No.
WASHABLE UNDERPAD AND METHOD FOR PRODUCING AN UNDERPAD OF THIS TYPE	2562311
FITTED TOP BED SHEET	2300658

2) United States of America

Patent	Patent No.
WASHABLE UNDERPAD AND METHOD FOR PRODUCING AN UNDERPAD OF THIS TYPE	8057885
FITTED TOP BED SHEET	6532608

3) Europe

Patent	Patent No.
WASHABLE UNDERPAD AND METHOD FOR PRODUCING AN UNDERPAD OF THIS TYPE	1615602

TRADEMARKS

1) Canada

Trademark	Status Details
CHAMONIX	Registered  App #: 1,050,595 Reg #: TMA596,334
DERMASOFT	Registered  App #: 1,050,596 Reg #: TMA553,851
DUETTE	Registered  App #: 1,015,238 Reg #: TMA558,971
FUSION	Pending  App #: 1,601,013
InfiKnit	Pending  App #: 1,625,546
INTEGRIDERM	Registered  App #: 1,007,333 Reg #: TMA537,232
MEMTEX	Registered App #: 1,006,687 Reg #: TMA537,235
MIP	Registered  App #: 1,128,869 Reg #: TMA587,126
MIP MED-I-PANT & DESIGN	Registered  App #: 745,406 Reg #: TMA511,597

Revolution Linen System	Pending App #: 1,600,735
RLS	Pending App #: 1,599,919
SLEEP-KNIT	Registered App #: 524,280 Reg #: TMA310,429
SLEEP-KNIT PLUS	Registered App #: 602,026 Reg #: TMA482,157
SONOMA	Registered App #: 869,966 Reg #: TMA509,057
Trestle Print	Registered App #: 1,562,094 Reg #: TMA848,034
UltraSlide System	Pending App #: 1,595,441
VERI-FLEX	Registered App #: 1,010,953 Reg #: TMA537,186
MED-I-PAD**	Registered/default App #: 0,485,011 Reg #: TMA277061
PERMA-BAR**	Registered/default App #: 0,485,113 Reg #: TMA277062
SWIFT	Pending App #: 1,638,536

\*\* : Trademark in the process of being abandoned (not renewed).

2) United States of America

<b>Trademark</b>	<b>Status</b>
	<b>Details</b>
FUSION	Pending Ser #: 85784056
INTEGRIDERM	Renewed Ser #: 75685619 Reg #: 2700692
MIP	Registered Ser #: 76435529 Reg #: 2831357
REVOLUTION LINEN SYSTEM	Pending Ser #: 85784051
RLS	Pending Ser #: 85784044
ULTRASLIDE SYSTEM	Pending Ser #: 85758158
SLEEP-KNIT**	Renewed Ser #: 72417747 Reg #: 977375
SWIFT	Pending

\*\* : MIP Inc. is not the sole owner of this trademark. More specifically, MIP Inc. is a partner of Sleep-Knit International, along with Cthcs, Inc. and CJW Holdings Inc.

3) Europe

<b>Trademark</b>	<b>Status</b>
	<b>Details</b>
MIP	Trademark #: 002797637

**COPYRIGHTS**

NIL