

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
Detection USA Inc.		11/20/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	234 Simcoe Street, 3rd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5T 1T4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2419194	E-NALYSIS	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.768.6747		
Email:	trademarks.us@dentons.com,ian.farias@dentons.com		
Correspondent Name:	Mary S. Mathew, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	09773150.0025		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 2419194

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Mary S. Mathew

Signature:

/mary s. mathew/

Date:

11/25/2013

Total Attachments: 5

source=E-NALYSIS - Security Agreement#page1.tif

source=E-NALYSIS - Security Agreement#page2.tif

source=E-NALYSIS - Security Agreement#page3.tif

source=E-NALYSIS - Security Agreement#page4.tif

source=E-NALYSIS - Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, this "Agreement") dated as of November 20, 2013, between Detection USA Inc. (together with its successors and assigns, the "Grantor"), a corporation organized and existing under the laws of Delaware, with a business address of 3200 Southwest Freeway, Suite 3250, Houston, TX 77027-7523, United States, in favor of Bank of Montreal, as Canadian lender (together with its successors and assigns, "BMO"), for and on behalf of itself and Bank of Montreal, through its Chicago branch, in its capacity as US lender (together with its successors and assigns, the "US Lender"), and the Hedge Providers (collectively, the "Secured Parties"), with BMO having an office located at _____.

WITNESSETH:

WHEREAS, the Grantor and BMO are parties to that certain Letter Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Letter Agreement") between, *inter alia*, the Grantor, as US borrower, Detection Canada Operations Limited, as Canadian borrower, the US Lender and BMO, as Canadian lender, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, the parties to the Letter Agreement contemplate and intend that, if an Event of Default shall occur and be continuing, BMO, on behalf of itself and the Secured Parties, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Letter Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Letter Agreement and used herein have the meaning given to them in the Letter Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

To secure the Obligations, Grantor hereby pledges and grants to BMO, on behalf of itself and the Secured Parties, a lien on and continuing security interest in and to all of Grantor's right, title and interest in, to and under all the following, whether presently existing or hereafter created or acquired (collectively, the Trademark Collateral):

- (a) Trademarks of the Grantor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all income, royalties, proceeds, damages and payments for past or future infringements thereof (other than Excluded Property).

SECTION 3. Security Agreement.

The security interests granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to BMO, on behalf of itself and the Secured Parties, pursuant to the Letter Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of BMO with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Letter Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision of this Trademark Security Agreement is deemed to conflict with the Letter Agreement, the provisions of the Letter Agreement shall control unless BMO shall otherwise determine.

SECTION 4. Recordation.

The Grantor hereby authorizes the recordation of this Agreement with the respective governmental and administrative offices, and agrees to comply as BMO may direct, in accordance with the terms of this Agreement.

SECTION 5. Termination.

Upon the payment in full of the Obligations (excluding contingent Obligations as to which no claim has been asserted) and termination of the Letter Agreement, BMO shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

GRANTOR:

DETECHTION USA INC.

By: 
Name: Chris Smith
Title: Chief Executive Officer

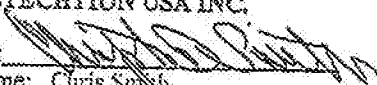
LENDER:

BANK OF MONTREAL, as US Lender

By: _____
Name:
Title:

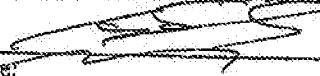
GRANTOR:

DETECHTION USA INC.

By: 
Name: Chris Smith
Title: Chief Executive Officer

LENDER:

BANK OF MONTREAL, as US Lender

By: 
Name:
Title: **Larry Allan Swiniarski**
Director
Bank of Montreal
Chicago Branch

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registration:

OWNER	REGISTRATION NUMBER	TRADEMARK
DETECHTION USA INC.	2,419,194	E-NALYSIS

814380231V-1