

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
1776074 Alberta Ltd.		11/27/2013	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	Royal Bank of Canada
Street Address:	Commercial Financial Services
Internal Address:	36th Floor, 1055 West Georgia Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6E 3N9
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4082126	DUOVAULT
Registration Number:	4124094	ENVIRO VAULT
Registration Number:	3748146	ENVIROVAULT THE FUTURE STANDARD IN TANK
Serial Number:	85042405	FLOVAULT
Registration Number:	4113689	THERMOVAULT

**CORRESPONDENCE DATA**

Fax Number: 6046462618  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 604-641-4826  
 Email: lah@bht.com  
 Correspondent Name: H. Regehr, Bull, Housser & Tupper LLP  
 Address Line 1: Suite 900 - 900 Howe Street  
 Address Line 4: Vancouver, CANADA V6Z 2M4

OP \$140.00 4082126

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Herb Regehr
Signature:	/HerbRegehr/
Date:	12/13/2013

Total Attachments: 16

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, the "IP Security Agreement") dated as of November 27, 2013 is made by 1776074 ALBERTA LTD., an Alberta corporation (the "Debtor") in favour of ROYAL BANK OF CANADA ("RBC").

Words with initial capital letters have the meanings ascribed to them in the general security agreement dated as of November 27, 2013 made by the Debtor in favour of RBC as the same may be amended, supplemented, replaced, restated and in effect from time to time (the "GSA");

WHEREAS, pursuant to the terms, agreements and provisions of the GSA and the credit facilities agreement dated October 18, 2013 made by RBC and addressed to the Debtor (the "Credit Agreement"), the Debtor has granted to RBC a security interest in, among other property, certain intellectual property of the Debtor and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the Canadian Intellectual Property Office, the US Patent and Trademark Office and any other governmental offices as applicable.

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

**SECTION 1. Grant of Security.** The Debtor hereby mortgages, charges and pledges to RBC and grants to RBC a security interest in and to, all of the Debtor's right, title and interest in and to the following (the "IP Collateral"):

- (i) all Canada, United States, international, and foreign patents, patent applications and patent licenses set forth in Exhibit 1A hereto (as such Exhibit 1A may be supplemented from time to time by supplements to the GSA and this IP Security Agreement, each such supplement being in substantially the form of Exhibit 3A attached hereto ("IP Security Agreement Supplement") executed and delivered by the Debtor to RBC from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions;
- (ii) all Canada, United States, international and foreign trademarks and service mark registrations, applications, and licenses set forth in Exhibit 2A hereto (but excluding any Canada or United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions

(as such Exhibit 2A may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to RBC from time to time);

- (iii) any and all claims for damages for past, present and future infringement, 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
- (iv) any and all Proceeds and products of any of the foregoing.

**SECTION 2. Security for Obligations Secured.** The mortgages, charges, pledges and security interests in respect of the IP Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations (as defined in Section 2 of the GSA) of the Debtor now or hereafter existing, 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 Debtor authorizes and requests that the Commissioner of Patents and the Registrar of Trademarks of the Canadian Intellectual Property Office and the Commissioner for Patents and for Trademarks of the US Patent & Trademark Office and any other applicable government offices to record this IP Security Agreement.


**SECTION 4. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, RBC with respect to the IP 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.

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**SECTION 5. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Laws of the Province of British Columbia and the Laws of Canada applicable thereto.

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

1776074 ALBERTA LTD., an Alberta corporation

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

Title:

Address for Notices:

1900, 520 – 3rd Avenue S.W.  
Calgary, Alberta T2P 0R3

EXHIBIT 1A  
(PATENTS)  
(See attached)



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TRADEMARK  
REEL: 005173 FRAME: 0639

EXHIBIT 1A TO THE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(PATENTS AND APPLICATIONS)

THE PATENTS AND APPLICATIONS SET OUT BELOW ARE BEING ACQUIRED BY 1776074 ALBERTA LTD. EFFECTIVE THE 2ND DAY OF DECEMBER, 2013 PURSUANT TO (I) AN ASSET PURCHASE AGREEMENT DATED NOVEMBER 29, 2013 AMONG, INTER ALIA, ENVIRO VAULT INC., PEARL POINT HOLDINGS LTD. AND 1776074 ALBERTA LTD.; AND (II) THE ASSIGNMENT OF PATENTS AND APPLICATIONS, DATED DECEMBER 2, 2013 (THE "ASSIGNMENT") BY THE RELEVANT PARTY SET OUT BELOW UNDER THE HEADING "APPLICANT / OWNER" IN FAVOUR OF 1776074 ALBERTA LTD., WHICH ASSIGNMENT IS TO BE REGISTERED CONCURRENTLY WITH THE INTELLECTUAL PROPERTY SECURITY AGREEMENT.

Application/Registration Number	Status	Country	Title of Patent	Inventor	Applicant / Owner	Filing Date	Issue Date
1. 2,679,790	PENDING	CA	DOUBLE WALLED TANKS WITH INTERNAL CONTAINMENT CHAMBERS	HEBBLETHWAITE, RUSSELL	PEARL POINT HOLDINGS LTD.	22 Sept. 2009	
2. 2,682,651	PENDING	CA	DOUBLE WALLED TANKS WITH INTERNAL CONTAINMENT CHAMBERS	HEBBLETHWAITE, RUSSELL	PEARL POINT HOLDINGS LTD.	14 Oct. 2009	
3. 2,675,482	PENDING	CA	TANK WITH CONTAINMENT CHAMBER AND SEPARATOR	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD.	13 Aug. 2009	
4. 2,687,818	PENDING	CA	ABOVE-GROUND STORAGE TANKS	HEBBLETHWAITE, RUSSELL	PEARL POINT HOLDINGS LTD.	10 Dec. 2009	

Application/Registration Number	Status	Country	Title of Patent	Inventor	Applicant / Owner	Filing Date	Issue Date
2,196,842	ISSUED	CA	WITH INTERNAL HEAT SOURCE FLUID STORAGE TANK WITH A SPILL CONTAINMENT SYSTEM	BONIFACIO, DARRYL; HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD	05 Feb. 1997	19 Dec. 2000
2,464,235	ISSUED	CA	FLUID STORAGE TANK WITH SPILL CONTAINMENT	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD	31 Mar. 2004	15 May 2007
2,821,287	PENDING	CA	DOUBLE WALLED TANKS WITH INTERNAL CONTAINMENT CHAMBERS	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD.	18 Jul 2013	
13/839,776	PENDING	US	DOUBLE WALLED TANKS WITH INTERNAL CONTAINMENT CHAMBERS	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD.	15 Mar. 2013	
8,418,718	ISSUED	US	DOUBLE WALLED TANKS WITH INTERNAL CONTAINMENT CHAMBERS	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD.	21 Sept. 2010	16 Apr. 2013
8,226,753	ISSUED	US	TANK WITH CONTAINMENT CHAMBER AND SEPARATOR	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD.	13 Aug. 2010	24 July 2012

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REEL: 005173 FRAME: 0641



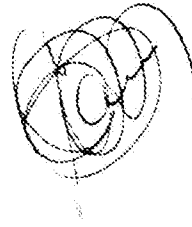
	Application/Registration Number	Status	Country	Title of Patent	Inventor	Applicant / Owner	Filing Date	Issue Date
11.	12/964,951	PENDING	US	ABOVE-GROUND STORAGE TANKS WITH INTERNAL HEAT SOURCE	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD.	10 Dec. 2010	
12.	5,960,826	ISSUED	US	FLUID STORAGE TANK WITH A SPILL CONTAINMENT SYSTEM	HEBBLETHWAITE, RUSS, BONIFACIO, DARRYL	PEARL POINT HOLDINGS LTD.	07 Feb. 1997	05 Oct. 1999
13.	7,165,572	ISSUED	US	FLUID STORAGE TANK WITH SPILL CONTAINMENT	HEBBLETHWAITE, RUSS	PEARL POINT HOLDINGS LTD.	31 Mar. 2004	23 Jan. 2007
14.	PCT/CA2010/001501	PENDING	WIPO/PCT	DOUBLE WALLED TANKS WITH INTERNAL CONTAINMENT CHAMBERS	HEBBLETHWAITE, RUSSELL	PEARL POINT HOLDINGS LTD.	21 Sept. 2010	
15.	PCT/CA2010/001964	PENDING	WIPO/PCT	ABOVE-GROUND STORAGE TANKS WITH INTERNAL HEAT SOURCE	HEBBLETHWAITE, RUSSELL	PEARL POINT HOLDINGS LTD.	10 Dec. 2010	

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EXHIBIT 2A

(TRADEMARKS)

(See attached)

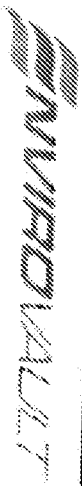


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**REEL: 005173 FRAME: 0643**

EXHIBIT 2A TO THE  
INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TRADEMARKS)

THE TRADEMARKS SET OUT BELOW ARE BEING ACQUIRED BY 1776074 ALBERTA LTD. EFFECTIVE THE 2ND DAY OF DECEMBER, 2013 PURSUANT TO (I) AN ASSET PURCHASE AGREEMENT DATED NOVEMBER 29, 2013 AMONG, INTER ALIA, ENVIRO VAULT INC., PEARL POINT HOLDINGS LTD. AND 1776074 ALBERTA LTD.; AND (II) THE ASSIGNMENTS OF TRADEMARKS, DATED DECEMBER 2, 2013 (THE "ASSIGNMENTS") BY THE CURRENT OWNER SET OUT BELOW UNDER THE HEADING IN FAVOUR OF 1776074 ALBERTA LTD., WHICH ASSIGNMENTS ARE TO BE REGISTERED CONCURRENTLY WITH THE INTELLECTUAL PROPERTY SECURITY AGREEMENT.


NO.	Trade-mark / Country / Current Owner	Application/Registration No. and Status	Wares and Services
1.	<b>ENVIRO VAULT</b> Country: Canada Current Owner: Pearl Point Holdings Ltd.	Application No. 826,073 Filing Date: October 17, 1995 Registration No. TMAA485,804 Registration Date: November 19, 1997 Status: Registered	Wares: Fluid storage tanks with valve and spill containment systems and valve and spill containment systems for installation in existing fluid storage tanks. Services: Installation of valve and spill containment systems in fluid storage tanks.
2.	 Country: Canada Current Owner: Pearl Point Holdings Ltd.	Application No. 1,365,403 Filing Date: September 27, 2007 Registration No. TMAA741,862 Registration Date: June 12, 2009 Status: Registered	Wares: Fluid storage tanks with valve and spill containment systems and valve and spill containment systems for installation in existing fluid storage tanks. Services: Installation of valve and spill containment systems in fluid storage tanks.

NO.	Trade-mark / Country / Current Owner	Application/Registration No. and Status	Wares and Services
3.	DUOVAULT Country: Canada Current Owner: Pearl Point Holdings Ltd.	Application No. 1,497,352 Filing Date: September 27, 2010 Registration No. TMA805,305 Registration Date: August 25, 2011 Status: Registered	Wares: Fluid storage tanks with a tank in tank containment system; tank in tank containment systems for installation into existing fluid storage tanks. Services: Installation of tank in tank containment systems in fluid storage tanks.
4.	FLOVAULT Country: Canada Current Owner: Pearl Point Holdings Ltd.	Application No. 1,460,618 Filing Date: November 26, 2009 Status: Pending	Wares: Fluid storage tanks with spill containment systems and separators; separators for installation in existing fluid storage tanks. Services: Installation of separators in fluid storage tanks.
5.	THERMOVAULT Country: Canada Current Owner: Pearl Point Holdings Ltd.	Application No. 1,460,617 Filing Date: November 26, 2009 Registration No. TMA808,642 Registration Date: October 11, 2011 Status: Registered	Wares: Fluid storage tanks with spill containment systems and heaters; heaters for installation in existing fluid storage tanks. Services: Installation of heaters in fluid storage tanks.
6.	DUOVAULT Country: United States Current Owner: Pearl Point Holdings Ltd.	Application No. 85/139,623 Filing Date: September 28, 2010 Registration No. 4,082,126 Registration Date: January 10, 2012 Status: Registered	Wares: Metal fluid storage tanks with a tank in tank containment system; Metal tank in tank containment systems comprised of an internal chamber for the purpose of spill containment for tank contents as well as housing for all piping, valves and

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REEL: 005173 FRAME: 0645

NO.	Trade-mark / Country / Current Owner	Application/Registration No. and Status	Wares and Services
7.	ENVIRO VAULT Country: United States Current Owner: Pearl Point Holdings Ltd.	Application No. 85/239,313 Filing Date: February 10, 2011 Registration No. 4,124,094 Registration Date: April 10, 2012 Status: Registered	Wares: Metal fluid storage tanks with valve and spill containment systems, and valve and spill containment systems for installation in existing fluid storage tanks. Services: Installation of valve and spill containment systems in fluid storage tanks.
8.	 Country: United States Current Owner: Pearl Point Holdings Ltd.	Application No. 77/429,967 Filing Date: March 24, 2008 Registration No. 3,748,146 Registration Date: February 16, 2010 Status: Registered	Wares: Metal fluid storage tanks with secure valve control systems for spill containment comprising control valves for regulating the flow of liquids, level switches, indicators and sight tubes for monitoring and controlling liquids in tanks, piping, sample taps, as well as access doors and an optional heater. Secure valve control systems for spill containment comprising as a whole or in part control valves for regulating the flow of liquids, level switches, indicators and sight tubes for monitoring and

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NO.	Trade-mark / Country / Current Owner	Application/Registration No. and Status	Wares and Services
9.	<p>FLOVAULT</p> <p>Country: United States</p> <p>Current Owner: Pearl Point Holdings Ltd.</p>	<p>Application No. 85/042,405</p> <p>Filing Date: May 19, 2010</p> <p>Status: Pending</p>	<p>controlling liquids in tanks, piping, sample taps, as well as access doors and heaters for installation in new and existing fluid storage tanks; Non-metal fluid storage tanks with secure valve control systems for spill containment comprising control valves for regulating the flow of liquids, level switches, indicators and sight tubes for monitoring and controlling liquids in tanks, piping, sample taps, as well as access doors and an optional heater.</p> <p>Services: Installation of valve and spill containment systems in fluid storage tanks.</p>
10.	<p>THERMOVAULT</p> <p>Country: United States</p> <p>Current Owner: Pearl Point Holdings Ltd.</p>	<p>Application No. 85/042,443</p> <p>Filing Date: May 19, 2010</p>	<p>Wares: Metal fluid storage tanks with spill containment systems and heaters to control fluid temperature.</p> <p>Services: Installation of separators used to separate fluids in fluid storage tanks.</p>

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REEL: 005173 FRAME: 0647

NO.	Trade-mark / Country / Current Owner	Application/Registration No. and Status	Wares and Services
		Registration No. 4, 113,689 Registration Date: March 20, 2012 Status: Registered	Heaters to control fluid temperature for installation in existing fluid storage tanks. Services: Installation of heaters to control fluid temperature in fluid storage tanks.

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REEL: 005173 FRAME: 0648

EXHIBIT 3A

Form of IP Security Agreement Supplement

See attached





## INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated as of \_\_\_\_\_, 20\_\_\_\_\_, is made by \_\_\_\_\_, an Alberta corporation (the "Debtor") in favour of ROYAL BANK OF CANADA ("RBC").

Words with initial capital letters have the meanings ascribed to them in the general security agreement dated as of \_\_\_\_\_, 2013, made by the Debtor in favour of RBC, as the same may be amended, supplemented, replaced, restated and in effect from time to time (the "GSA");

WHEREAS, the Debtor has executed and delivered the GSA to RBC. To create a short form version of the GSA covering certain intellectual property of the Debtor for recording with the Canadian Intellectual Property Office and the US Patent and Trademark Office and other governmental offices, as applicable, the Debtor has executed and delivered the Intellectual Property security agreement made by the Debtor in favour of RBC dated as of \_\_\_\_\_, 2013 (as amended, otherwise modified or replaced and in effect from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the GSA and the IP Security Agreement, the Debtor has granted to RBC, a security interest in the Additional Collateral (as defined in Section 1 below) of the Debtor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the Canadian Intellectual Property Office, the US Patent and Trademark Office and other governmental offices, as applicable.

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

**SECTION 1. Confirmation of Grant of Security.** The Debtor hereby acknowledges and confirms the grant of a security interest to RBC under the GSA and the IP Security Agreement in and to all of the Debtor's right, title and interest in and to the following (the "Additional Collateral"):

(i) the Canada, the United States, international, and foreign patents, patent applications, and patent licenses, as applicable, set forth in Exhibit 1A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions;

(ii) all Canada, United States, international and foreign trademarks, service mark registrations, applications, and licenses, as applicable, set forth in Exhibit 2A hereto (but excluding any Canada or United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law),

together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided by international treaties or conventions;

(iii) any and all claims for damages for past, present and future infringement, 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

(iv) any and all Proceeds and products of any of the foregoing.

**SECTION 2. Supplement to GSA and IP Security Agreement.** Schedule D to the GSA and Exhibits 1A and 2A to the IP Security Agreement are each, effective as of the date hereof, hereby supplemented by adding the Additional Collateral to each such schedules and exhibits .

**SECTION 3. Recordation.** The Debtor authorizes and requests the Commissioner of Patents and the Registrar of Trademarks of the Canadian Intellectual Property Office and the Commissioner for Patents and for Trademarks of the US Patent & Trademark Office and any other applicable government offices to record this IP Security Agreement Supplement.

**SECTION 4. Governing Law.** This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable thereto.

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement Supplement to be duly executed and delivered as of the date first above written.

**1776074 ALBERTA LTD.**, an Alberta corporation

By:

\_\_\_\_\_  
Name:  
Title:

Address for Notices:

1900, 520 – 3rd Avenue S.W.  
Calgary, Alberta T2P 0R3

[NOTE: To attach Exhibit 1A (Patents) and 2A (Trademarks)]

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