

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311153

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HORTAU INC.		06/11/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	DESJARDINS-INNOVATECH S.E.C.		
Street Address:	2 Complexe Desjardins, Suite 1717		
Internal Address:	P.O. Box 760		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H5B 1B8		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3566534	HORTAU	
Registration Number:	3568981	IRROLIS	
Serial Number:	86073087	SIMPLIFIED IRRIGATION	
CORRESPONDENCE DATA			
Fax Number:	2167713804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-771-3800		
Email:	dphdocket@dpeterhochberg.com		
Correspondent Name:	D. PETER HOCHBERG CO. L.P.A.		
Address Line 1:	1940 EAST 6TH ST.		
Address Line 2:	6TH FLOOR		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	BF-1 (#90724)		
NAME OF SUBMITTER:	Richard A. Wolf		
SIGNATURE:	/Richard A. Wolf/		
DATE SIGNED:	07/18/2014		
Total Attachments: 7			
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HYPOTHEC ON MOVABLE PROPERTY

On this 11th day of June, two thousand fourteen (2014-06-11)

BETWEEN:

DESJARDINS-INNOVATECH S.E.C., a limited partnership duly created under the *Civil Code of Quebec*, herein acting and represented by its general partner, Desjardins capital de risque inc., a legal person duly incorporated under *Part 1A of the Companies Act* (Quebec) and now governed by the *Business Corporations Act* (Quebec), having its head office at 2 Complexe Desjardins, Suite 1717, P.O. Box 760, Montreal, Province of Quebec, H5B 1B8, duly authorized for the purposes hereof as it so declares;

The notice of address of the Creditor being registered at the Personal and Movable Real Rights Registry Office under number 031438.

(hereinafter called the "Creditor")

AND:

HORTAU INC., a corporation incorporated pursuant to the laws of Canada and having an office at 1112, Boulevard de la Rive-sud, St-Romuald, Québec, G6W 5M6, herein acting and represented by Jocelyn Boudreau, its President, duly authorized by resolution passed on March 5, 2014;

(hereinafter called the "Debtor")

WHO HAVE DECLARED AND AGREED AS FOLLOWS:

I. THE SECURED OBLIGATIONS

The hypothec in this agreement is granted to secure all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, of the Debtor towards the Creditor:

i) under or pursuant to this agreement, as amended or restated from time to time; and

ii) under or pursuant to the loan agreement and its schedules, dated March 14th, 2014 intervened between Avrio Ventures Limited Partnership II and the Debtor to which the Creditor intervened as of the date hereof as the Additional Lender, including any amendments or renewals thereof and any replacements or substitutions therefore.

All obligations secured by this hypothec are herein called the "Secured Obligations", and such expression includes interest, costs and damages.

II. HYPOTHEC

1. To secure the performance and payment of the Secured Obligations, the Debtor hypothecates and creates a security interest in the universality of all its movable property, corporeal, incorporeal, tangible and intangible, present and future, of whatever nature and wherever situated (the "mortgaged property"), including without limitation, the following:
 - a) all present and future intellectual property of the Debtor, including without limitation, patents, trademarks, domain names, source codes, licenses and any other forms of intellectual property including those already known;
 - b) all present and future insurance policies of the Debtor;
 - c) all present and future machinery and equipment of the Debtor, including, without limitation, all tools, implements, furniture and vehicles;
 - d) all present and future inventory of the Debtor including, without limitation, all property in stock, movable property in reserve, raw materials, goods in process, finished products, animals, wares, as well as any other property held for sale, lease or processing in the manufacture or transformation of property intended for sale, for lease, or for use in providing a service by the Debtor in the ordinary course of operation of its enterprise;
 - e) all present and future claims of the Debtor including, without limitation, all customer accounts, accounts receivable, rights of action, demands, judgments, contract rights, amounts on deposit, proceeds of sale, assignment or lease of any property, rights or titles, and any indemnities payable under any contract of insurance whether or not such insurance is on property forming part of the mortgaged property, the whole which are now due or which may become due to the Debtor, together with all judgments and all other rights, benefits, guarantees and securities for the said claims which are now or may hereafter exist in favour of the Debtor, and together with all books and accounts, client lists, client records, client files, titles, letters, invoices, papers and documents in any way evidencing or relating to all or any of the claims;
 - f) all present and future shares in the capital stock of a legal person; bonds, debentures, bills of exchange, promissory notes, negotiable instruments and other evidences of indebtedness; options or rights in respect of the foregoing;

and any other security, including any instrument or title generally called or included as a security; all security entitlements, financial assets, securities accounts and all rights relating thereto; and all instruments, bills of lading, warehouse receipts, documents or other evidences of title of the Debtor;

- g) all client lists, client records, client files, titles, documents, records, receipts, invoices and accounts evidencing any of the aforesaid mortgaged property or relating thereto including, without limitation, computer disks, tapes and related data processing media and rights of the Debtor to retrieve same from third parties.

2. This hypothec is granted for the sum of _____ dollars _____, with interest at the rate of _____ per annum from the date hereof.

3. The following property constitutes "mortgaged property" and, to the extent that it is not already included in the description in paragraph 1 above, is also charged by the hypothec and security interest constituted hereunder; therefore, the terms "mortgaged property" also include the following property:

- a) the proceeds of any sale, lease or other disposition of the property described in paragraph 1, any debt resulting from such sale, lease or other disposition, as well as any property acquired to replace the mortgaged property, the Debtor not being hereby permitted to dispose of the mortgaged property in violation of the provisions hereof;
- b) any insurance or expropriation proceeds payable in respect of the mortgaged property;
- c) the principal and income of the mortgaged property as well as any rights attached to the mortgaged property;
- d) where the property described in paragraph 1 includes shares or securities, all other shares and securities issued in replacement of these shares or securities; and
- e) all deeds, documents, registers, invoices and books of account evidencing the mortgaged property or relating thereto.

III. ADDITIONAL HYPOTHEC

To secure the payment of interest not already secured by the hypothec created in Article II and to further secure the performance and payment of the Secured Obligations hereunder, the Debtor hypothecates all of the property described or referred to in Article II for an additional

amount equal of the principal amount of the hypothec created in Article II.

IV. DEBTOR'S DECLARATIONS

The Debtor represents and warrants the following:

1. The Debtor is in compliance with all applicable laws, ordinances, regulations and policies, the breach of which could have an adverse effect on the Debtor's business or its ability to perform the Secured Obligations, including environmental laws and regulations.
2. The Debtor owns the mortgaged property and the mortgaged property is free and clear of all real rights, hypothecs or security other than the following:
 - a) Leasing with National Leasing Group inc. registered at the Register of personal and movable real rights ("RPMRR") under number 12-0122105-0004;
 - b) Hypothec granted to Fonds CII-ITC Centria Capital, s.e.c. registered at the RPMRR under number 12-0408177-0001; the amount had been increased from pursuant to an amendment to this hypothec registered at the RPMRR on March 14th, 2014 under number 14-0201381-0001;
 - c) Hypothec granted to National Bank of Canada registered at the RPMRR under number 13-0380169-0001;
 - d) Hypothec granted to National Bank of Canada registered at the RPMRR under number 13-0380169-0002;
 - e) Hypothec granted to National Bank of Canada registered at the RPMRR under number 13-0380169-0004;
 - f) Hypothec granted to National Bank of Canada registered at the RPMRR under number 13-0380271-0001;
 - g) Hypothec granted to Investissement Québec registered at the RPMRR under number 13-0428896-0001;
 - h) Hypothec granted to Avrio Ventures Limited Partnership II registered at the RPMRR under number 14-0245573-0001;
 - i) ~~Reserve of ownership and assignment thereof from the vendor Suzanne Roy Ford Lincoln Inc., the assignee Crédit Ford du Canada, with regards to a F150 Ford vehicle, registered at the RPMRR under number 14-0320847-0005;~~
 - j) Bank Act Security - Section 427 granted to National Bank of Canada under number 01284107 at the Section 427 Bank Act Registrar.

3. The mortgaged property is situated in the Province of Quebec, except for the following property:
 - a) trademarks registered in the United States of America, Mexico, Benelux, France, European Community;
 - b) patents registered in the United States of America;
 - c) inventory situated at Hortau Corp's, its subsidiary, business places located in the United States of America.
4. The mortgaged property is not intended to be used in more than one province or state, except for the property described in paragraph 3 above.
5. The Debtor's head or registered office (or domicile, if the Debtor is an individual) is located at the following address: 1112, Boulevard de la Rive-sud, St-Romuald, Québec, G6W 5M6

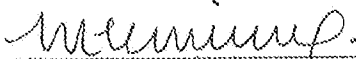
V. COVENANTS

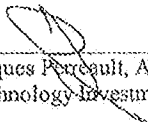
1. The Debtor shall inform the Creditor without delay of any change to its name or to the contents of the representations made in article IV. It shall provide on the Creditor's request, all the original documents to protect the Creditor's rights.
2. The Debtor shall pay, when due, all duties, taxes and charges relating to the mortgaged property, as well as any debt which could rank prior to the hypothec and security interest constituted hereunder and shall provide to the Creditor, on demand, evidence that the payments described herein have been made.
3. The Debtor shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. The Creditor is hereby designated as the beneficiary and loss payee of the indemnities payable under these policies and the Debtor shall cause such designation to be inscribed in the policies. The Debtor shall provide the Creditor with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, a copy of the renewal or replacement thereof. Receipt by the Creditor of such proceeds, whether or not remitted to or endorsed by the Debtor shall not reduce the Creditor's rights and privileges unless said proceeds are applied expressly as a reduction of any outstanding balance and shall not in any case constitute novation.
4. The Debtor shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be perfected and constantly enforceable against third parties.

11. Any notice to the Debtor may be given at the address indicated below or any other address communicated in writing by the Debtor to the Creditor.
12. This agreement shall be governed and interpreted by the law in force in the Province of Quebec.
13. The parties hereto have expressly required that this agreement be drafted in English. Les parties aux présentes ont expressément exigé que la présente entente soit rédigée en anglais.

SIGNED AND DELIVERED the day and year above-mentioned.

DESJARDINS-INNOVATECH S.E.C.

per: 
Maude Lemieux, Investment Manager

per: 
Jacques Perreault, Associate Vice President
Technology Investments

HORTAU INC.

per: _____

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Maude Lemieux, Investment Manager

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Jacques Perreault, Associate Vice President
Technology Investments

HORTAU INC.

per: _____
