

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Econo-Rack Group Inc.		04/25/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1030086	CUBIC-RACK	
Registration Number:	3348322	R2	
Registration Number:	3566493	KONSTANT	
Registration Number:	3529827	KONSTANT	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	6176468384		
Email:	cxltrademarks@wolfgreenfield.com		
Correspondent Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210-2206		
ATTORNEY DOCKET NUMBER:	B1423.40001US00		
DOMESTIC REPRESENTATIVE			
Name:	Christina M. Licursi		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210-2206		

OP \$115.00 1030086

TRADEMARK

NAME OF SUBMITTER:	Christina M. Licursi
SIGNATURE:	/cml/
DATE SIGNED:	08/05/2014
Total Attachments: 5 source=TM Security Agreement#page1.tif source=TM Security Agreement#page2.tif source=TM Security Agreement#page3.tif source=TM Security Agreement#page4.tif source=TM Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of April 25, 2014 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by The Econo-Rack Group Inc., an Ontario corporation (the "Grantor"), in favor of Bank of Montreal, as Lender (in such capacity, together with its successors and permitted assigns, the "Lender").

WHEREAS, the Grantor is party to a Security Agreement (U.S.), dated as of April 25, 2014 (the "Security Agreement") among the Grantor and the Lender pursuant to which the Grantor granted a security interest to the Lender in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the following tangible and intangible properties, assets and rights of the Grantor, wherever located, whether now owned or existing or hereafter acquired or arising (all of the same being hereunder called, collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all trademark registrations and applications for registration listed or required to be listed in Schedule A attached hereto, (ii) all extensions and renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment of any of the foregoing, (v) the right to receive all proceeds from any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (vi) all other rights, priorities and privileges relating to any of the foregoing arising throughout the world.

SECTION 3 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the

validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature pages follow]

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

THE ECONO-RACK GROUP INC.


By: _____

Name: ROB McVEY

Title: CHIEF FINANCIAL OFFICER

Accepted and Agreed:
BANK OF MONTREAL
as Lender

By:



Name:

Title:

Andrew Lalonde
Associate

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Reg. No.	Name	Owner
US	1030086	CUBIC-RACK	The Econo-Rack Group Inc.
US	3348322	R2	The Econo-Rack Group Inc.
US	3566493	KONSTANT	The Econo-Rack Group Inc.
US	3529827	KONSTANT & DESIGN	The Econo-Rack Group Inc.