

06/12/2015

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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6/12/15

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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TCP RELIABLE MANUFACTURING, INC.

- Individual(s)
- Partnership
- Corporation- State: NEW JERSEY
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 12, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ROYAL BANK OF CANADA

Street Address: 1 PLACE VILLE MARIE, SUITE 300

City: MONTREAL

State: QUEBEC

Country: CANADA Zip: H3B 4R8

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other BANK Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)
4005466,4011540,4025320,2875436,3371131,2618099,2507834,
2441453,2610776,2100314,1746852,1576371

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: NORTON ROSE FULBRIGHT CANADA LLP

Internal Address: _____

Street Address: ROYAL BANK OF CANADA,
SOUTH TOWER, SUITE 3800, 200 BAY STREET, PO BOX 84

City: TORONTO

State: ON Zip: M5J 2Z4

Phone Number: 416.216.4817

Docket Number: 00674201-2799

Email Address: liliana.carpico@nortonrosefulbright.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account: 0610100015 KNGUYEN1 00000002 4005466

Authorized User Name: _____

9. Signature:

LILIANA CARPICO

Name of Person Signing

JUNE 3, 2015

Void date: 06/16/2015 KNGUYEN1

06/16/2015 KNGUYEN1 00000001 4005466

01 sheet of pages, including cover

02 sheet of attachments, and document

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE "A"

1. CANADIAN TRADEMARK APPLICATIONS AND REGISTRATIONS

None.

2. U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Name	No.	Reg. date
Mirador	4005466	8/2/2011
HemoThermal	4011540	8/16/2011
xTag	4025320	9/13/2011
Escort Mini	2875436	
ILog	3371131	
Simply Cozy	2618099	
K	2507834	
Perma-Gel	2441453	
Flexible Ice	2610776	
Freezeit	2100314	
Escort	1746852	
Cryopak	1576371	

SCHEDULE "B"

**Trademark Security Agreement
(attached)**

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK AGREEMENT (the "**Agreement**"), dated as of May 12th, 2015, between TCP Reliable Manufacturing, Inc. (the "**Grantor**"), and Royal Bank of Canada (the "**Lender**");

WITNESSETH:

WHEREAS, pursuant to an amended and restated loan agreement dated as of the date hereof by and among, amongst others, NexKemia Petrochemical Inc., as Canadian Borrower, the Grantor and others, as U.S. Borrowers, the Guarantors from time to time party thereto, and the Lender (as the same may be amended, supplemented, revised, restated or replaced from time to time, the "**Loan Agreement**"), the Lender has agreed to make extensions of credit subject to the terms and provisions of the Loan Agreement;

AND WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a general security agreement, dated as of the date hereof (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, the "**Security Agreement**");

AND WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Obligations of the Grantor, the Grantor does hereby mortgage, pledge and hypothecate to the Lender and grants to the Lender a security interest in all of the following property (the "**Trademark Collateral**"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office or in any office or agent of the United States of America or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all trademark licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Lender in the Trademark Collateral relating to trademarks referred to in Number 1 of Schedule "A" with the Canadian Intellectual Property Office and recording the security interest of the Lender in the Trademark Collateral relating to trademarks referred to in Number 2 of Schedule "A" with the United States Patent and Trade Marks Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 5. Loan Agreement, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts by telecopy or other electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

TCP RELIABLE MANUFACTURING, INC.

Per: _____

Name: Madrice Barakat

Title: President

ROYAL BANK OF CANADA

Per: _____

Name:

Title:

Per: _____

Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005553 FRAME: 0391

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

TCP RELIABLE MANUFACTURING, INC.

Per: _____
Name: Maurice Barakat
Title: President

ROYAL BANK OF CANADA

Per: _____
Name: Stouart Coulter
Title: Attorney in fact

Per: _____
Name: GUILLAUME LESSARD
Title: ATTORNEY IN FACT

SCHEDULE "A"

Name	No.	Reg. date
Mirador	4005466	8/2/2011
HemoThermal	4011540	8/16/2011
xTag	4025320	9/13/2011
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