

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NORTH AMERICAN TILLAGE TOOLS COMPANY		06/01/2015	CORPORATION: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	THE BANK OF NOVA SCOTIA, as administrative agent
<b>Street Address:</b>	40 King Street West, Scotia Plaza, 62nd Floor
<b>City:</b>	Toronto, Ontario
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5W 2X6
<b>Entity Type:</b>	BANK:NATIONAL ASSOCIATION: CANADA

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3633423	EDGE CARE
Registration Number:	0726468	INGERSOLL
Registration Number:	1289834	INGERSOLL
Registration Number:	4010009	RESIDUERAZOR
Registration Number:	4042752	SOILRAZOR
Registration Number:	4632743	SOILREBEL
Serial Number:	86208676	VT WAVE
Registration Number:	3476509	INGERSOLL F
Registration Number:	3519508	INGERSOLL N
Registration Number:	3519507	INGERSOLL V
Registration Number:	0988867	DURA-FACED
Registration Number:	0754073	DURA-FLUTE

## CORRESPONDENCE DATA

Fax Number: 2127557306

*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.*

Phone: 212.326.3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Beth D. Vogel

TRADEMARK

**Address Line 1:** 222 East 41st Street  
**Address Line 4:** New York, NEW YORK 10017

**ATTORNEY DOCKET NUMBER:** 159766-600001

**NAME OF SUBMITTER:** Beth D. Vogel

**SIGNATURE:** /Beth D. Vogel/

**DATE SIGNED:** 06/17/2015

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2015 (this "Agreement"), is made by NORTH AMERICAN TILLAGE TOOLS COMPANY (the "Grantor"), in favor of in favor of THE BANK OF NOVA SCOTIA, as administrative agent under the Credit Agreement (as defined below) (together with any successor(s) thereto in such capacity, the "Agent") for the Lender Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of June 1, 2015, (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Agent, the other financial institutions party thereto from time to time, as lenders (each a "Lender" and collectively the "Lenders" and together with their Affiliates, the Agent and each of their respective successors and assigns, the "Lender Parties") and 3286791 Nova Scotia Limited, the Lenders have extended Commitments to make Advances to 3286791 Nova Scotia Limited;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a General Security Agreement, dated as of June 1, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Agent and each Lender Party, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for its benefit and the ratable benefit of each other Lender Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof (collectively referred to as "Trademarks"), including those

registrations of Trademarks and applications for registration of Trademarks referred to on Schedule I;

(b) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) or for any injury to the goodwill associated with the use of any such Trademark; and

(c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, no security interest is granted in United States intent-to-use trademark applications until such time as the Grantor files and has accepted a statement of use or amendment to allege use with respect to such trademark applications with the United States Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the ratable benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark 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 reference herein as if fully set forth herein.

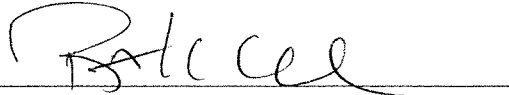
SECTION 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

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

**NORTH AMERICAN TILLAGE TOOLS  
COMPANY**

By: 

Name:

Title:

Address:

c/o ONCAP Management Partners L.P.

161 Bay Street, 48<sup>th</sup> Floor

Toronto, ON

M5J 2S1

Attention: Ryan Mashinter

Fax: (416) 216-1834

[Signature Page to US Trademark Security Agreement]

**TRADEMARK  
REEL: 005554 FRAME: 0516**

SCHEDULE I  
to Trademark Security Agreement

Trademarks and Pending Trademark Applications

Mark	Jurisdiction	Registration/Application No.
INGERSOLL	Australia	159645
INGERSOLL	Australia	712886
DURAFACE	Brazil	819853726
INGERSOLL	Brazil	830371451
EDGE CARE	Canada	TMA705160
INGERSOLL	Canada	TMA141940
RESIDUE RAZOR	Canada	TMA706192
SOILRAZOR	Canada	TMA814982
SOILREBEL	Canada	1567441
THE CUTTING EDGE IN TILLAGE TECHNOLOGY	Canada	TMA706189
VT WAVE	Canada	1666456
INGERSOLL	China PR	7675127
DURA-DISC	Columbia	187265
INGERSOLL	Community Trademark	8499527
SOILRAZOR	Community Trademark	11769007
DURA-DISC	France	1297694
INGERSOLL	France	1354823
INGERSOLL F	France	053353366
INGERSOLL F AND DESIGN	France	053353543
INGERSOLL F AND DESIGN	France	08/3555936
INGERSOLL N AND DESIGN	France	08/3555930
INGERSOLL V AND DESIGN	France	08/3555938
INGERSOLL	Germany	826385
DURA-DISC	Great Britain	806650
INGERSOLL	India	1855503
INGERSOLL	Mexico	236252
INGERSOLL	Russian Federation	436393
INGERSOLL	Ukraine	147700

Mark	Jurisdiction	Registration/Application No.
EDGE CARE	United States	3633423
INGERSOLL	United States	0726468
INGERSOLL AND DESIGN	United States	1289834
RESIDUERAZOR	United States	4010009
SOILRAZOR	United States	4042752
SOILREBEL	United States	4632743
VT WAVE	United States	86/208676
INGERSOLL F & DESIGN	United States	3476509
INGERSOLL N & DESIGN	United States	3519508
INGERSOLL V & DESIGN	United States	3519507
DURA-FACED	United States	988867
DURA-FLUTE	United States	754073