

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350699

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DMT HOLDINGS, INC.		05/04/2015	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	PLACE VILLE MARIE		
Internal Address:	SUITE 300		
City:	MONTREAL, QUEBEC		
State/Country:	CANADA		
Postal Code:	H3B 4R8		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86645640	GENERAL GENERAL INTERNATIONAL	
Serial Number:	86525160	GENERAL INTERNATIONAL	
Registration Number:	2823670	EXCALIBUR	
Registration Number:	1507811	EXCALIBUR	
Registration Number:	2817619	ULTIMATE	
Registration Number:	4148589	I-PICTURE	
Registration Number:	4148588	I-CARVER	
CORRESPONDENCE DATA			
Fax Number:	2159791020		
<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:	215.979.1817		
Email:	ccampbell@duanemorris.com		
Correspondent Name:	Christiane S. Campbell		
Address Line 1:	30 South 17th Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	G3176-00001		

CH \$190.00 86645640

DOMESTIC REPRESENTATIVE

Name: Christiane S. Campbell
Address Line 1: 30 South 17th Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Christiane S. Campbell
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SIGNATURE:	/Christiane S. Campbell/
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DATE SIGNED:	08/07/2015
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Total Attachments: 4

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source=Security Agreement DMT to General International MFG 5-4-15#page4.tif

Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 4th, 2015 (this "Security Agreement"), is made by **DMT HOLDINGS, INC.**, a corporation organized and existing pursuant to the laws of the State of Washington (the "Grantor"), in favor of **ROYAL BANK OF CANADA** (the "Lender").

WHEREAS, the Lender and **GENERAL INTERNATIONAL MFG CO. LTD.** ("Borrower") have entered into a Loan Agreement dated December 13, 2013 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into a Guaranty of Payment and Performance dated the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Guaranty"), in favor of the Lender;

WHEREAS, in connection with the Loan Agreement, the Grantor has entered into a General Security Agreement dated the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "General Security Agreement"), in favor of the Lender; and

WHEREAS, the Loan Agreement and the General Security Agreement require the Grantor to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement and the General Security Agreement, the Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

SECTION 2. Grant of Security Interest. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all present and future obligations of the Borrower and the Grantor in favour of the Lender, including under the Loan Agreement and the Guaranty, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral (the "Trademark Collateral"):

(i) all of its trademarks and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark, including those referred to on Schedule I hereto;

- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. General Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the General Security Agreement, and the Grantor hereby acknowledges and agrees 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 General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


SECTION 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed by the parties to this Security Agreement in separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.



SECTION 6. Governing Law. This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

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

DMT HOLDINGS, INC.

By:  _____
Name: Yongsheng Zhang
Title: President

Schedule 1

	86645640
	86525160
EXCALIBUR	2823670
EXCALIBUR	1507811
ULTIMATE	2817619
i-Picture	4148589
i-Carver	4148588