

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citadelle, Maple Syrup Producers' Cooperative		09/10/2015	cooperative: QUEBEC
RECEIVING PARTY DATA			
Name:	BDC Capital inc.		
Street Address:	5, Place Ville Marie, Bur 300		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 5E7		
Entity Type:	CORPORATION: QUEBEC		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85496148	PURNATUR	
Serial Number:	85059089	CITADELLE	
Serial Number:	77247870	CANADIAN MAPLE DELIGHTS	
Serial Number:	75438223	MAPLE GOLD	
Serial Number:	75869674	MAPLE HOUSE	
Serial Number:	74108553	CANADA GOLD	
Serial Number:	73730477	SHADY MAPLE FARMS	
Serial Number:	72073179	CAMP	
CORRESPONDENCE DATA			
Fax Number:	4507783897		
<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:	14507736326		
Email:	julien.simard@therriencouture.com		
Correspondent Name:	Therrien Couture Lawyers LLP		
Address Line 1:	2685, Casavant West boulevard #215		
Address Line 4:	Saint-Hyacinthe, CANADA J2S 8B8		
NAME OF SUBMITTER:	Julien Simard		
SIGNATURE:	/jsimard/		

OP \$215.00 85496148

DATE SIGNED:	10/05/2015
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Total Attachments: 5

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CONFIRMATORY TRADEMARK SECURITY AGREEMENT

THIS CONFIRMATORY TRADEMARK SECURITY AGREEMENT, dated as of September 10, 2015, is made by Citadelle, Maple Syrup Producers' Cooperative, a cooperative constituted in accordance with the laws of Canada (the "Grantor"), in favour of BDC Capital inc., (together with its successors and permitted assigns, "BDCC").

WITNESSETH:

WHEREAS, pursuant to the Financing Offer dated as of July 21, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Offer"), by and between the Grantor and BDCC, BDCC has agreed to grant a term loan to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a deed of hypothec dated September 10, 2015 in favour of the BDCC (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Document");

WHEREAS the Grantor and BDCC are desirous of recording the Security Document and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce BDCC to enter into the Financing Offer and to make the term loan to the Grantor thereunder, the Grantor hereby agrees with BDCC as follows:

Section 1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of such Grantor to BDCC under the Financing Offer, hereby mortgages, pledges and hypothecates (for the purposes of the laws of Québec for an amount of Cdn. \$1,000,000 bearing interest at a rate of 25% per annum as set out in the Security Document) to BDCC, and grants to BDCC a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all IP licenses providing for the grant by or to the Grantor of any right under any trademark (each a "Trademark"), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, 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 2. Security Document. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the hypothec and security interest granted to BDCC pursuant to the Security Document and the Grantor hereby acknowledges and agrees that the rights and remedies of BDCC with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. 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 subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

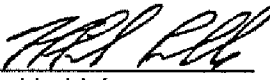
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

CITADELLE, MAPLE SYRUP PRODUCERS'
COOPERATIVE
as Grantor

By: 
Name: Michel Labbé
Title: President

ACCEPTED AND AGREED
as of the date first above written:

BDC CAPITAL INC.




By: Patrick Daneau
Title: Special Mandatary

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial Number	Registration number	Filing Date
PURNATUR	85496148		Dec. 15, 2011
CITADELLE	85059089	4065509	June 10, 2010
	77247870	4081599	August 6, 2007
MAPLE GOLD	75438223	2273847	February 23, 1998
MAPLE HOUSE	75869674	2857136	June 29, 2004
CANADA GOLD	74108553	1665982	October 24, 1990
SHADY MAPLE FARMS	73730477	1570039	May 18, 1988
CAMP	72073179	0690646	December 29, 1959