

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376468

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CMS CONSULTING INC.		03/01/2016	Corporation: CANADA
INFRASTRUCTURE GUARDIAN INC.		03/01/2016	Corporation: CANADA
IMASON INC.		03/01/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4784050	INFRASTRUCTURE GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	c/o COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1792 CHH		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	03/11/2016		
Total Attachments: 7			

CH \$40.00 4784050

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 1, 2016 by and between **COMERICA BANK** (“**Bank**”) and **CMS CONSULTING INC.** (“**CMS**”), a company existing under the *Business Corporations Act* (Ontario), **INFRASTRUCTURE GUARDIAN INC.** (“**IGI**”), a company existing under the *Business Corporations Act* (Ontario) and **IMASON INC.** (“**IMASON**”), a company existing under the *Business Corporations Act* (Ontario) (individually, and collectively, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to CMS, IGI, IMASON, CHH ENTERPRISES, INC. and INFRASCIENCE, LLC (each, individually and collectively, jointly and severally, the “**Borrower**”) (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Borrower dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of its assets including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of a General Security Agreement dated on or about the date hereof executed by CMS in favor of Bank (the “**CMS Security Agreement**”), that certain General Security Agreement dated on or about the date hereof executed by IGI in favor of Bank (the “**IGI Security Agreement**”), and that certain General Security Agreement dated on or about the date hereof executed by IMASON in favor of Bank, (the “**IMASON Security Agreement**”; together with the CMS Security Agreement and the IGI Security Agreement, as amended, varied, supplemented, restated, renewed or replaced at any time, the “**Security Agreement**”; capitalized terms used herein are used as defined in the Security Agreement) Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any of the

other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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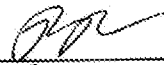
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

140 Yonge St, Suite 400
Toronto, ON M5C 1X6


CMS CONSULTING INC.

By: 
Name: Patrick Paquette
Title: CFO

Address of Grantor:

140 Yonge St, Suite 400
Toronto, ON M5C 1X6

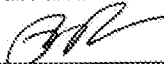
INFRASTRUCTURE GUARDIAN INC.

By: 
Name: Patrick Paquette
Title: CFO

Address of Grantor:

312 Adelaide St. W, Ste 801
Toronto, ON M5V 1A2

IMASON INC.

By: 
Name: Patrick Paquette
Title: CFO

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: _____
Name: _____
Title: _____

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Address of Grantor:

CMS CONSULTING INC.

By: _____
Name: _____
Title: _____

Address of Grantor:

INFRASTRUCTURE GUARDIAN INC.

By: _____
Name: _____
Title: _____

Address of Grantor:

IMASON INC.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: *Prakash*
Name: PRASHANT PRAKASH
Title: ASSISTANT VICE PRESIDENT & PORTFOLIO RISK MANAGER

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent/Application Number	Issue/Application Date
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None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
INFRASTRUCTURE GUARDIAN	4,784,050	08/04/15