

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383488

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovyze, Inc.		05/06/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street, 5th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4471930	BALANCENET	
Registration Number:	3680731	CAPPLAN	
Registration Number:	4491907	DEMANDWATCH	
Registration Number:	2744041	H2OMAP WATER	
Registration Number:	3409794	H2OCALC	
Registration Number:	2807523	H2OMAP	
Registration Number:	2733099	H2OMAP SEWER	
Registration Number:	2773212	H2ONET	
Registration Number:	2820327	H2OSURGE	
Registration Number:	4343540	ICMLIVE	
Registration Number:	4656829	INFINITY SYSTEM	
Registration Number:	4250428	INFOMASTER	
Registration Number:	4297611	INFONET	
Serial Number:	86048745	INFORIVER	
Registration Number:	4780327	INFOSEWER	
Serial Number:	86048753	INFOSTORM	
Registration Number:	2998786	INFOSURGE	
Registration Number:	2998785	INFOSWMM	
Registration Number:	3006230	INFOVIEW	

CH \$815.00 4471930

Property Type	Number	Word Mark
Registration Number:	2792577	INFOWATER
Registration Number:	2822157	INFOWORKS
Registration Number:	4154499	INNOVATING FOR SUSTAINABLE INFRASTRUCTUR
Registration Number:	4122261	INNOVYZE
Registration Number:	4122288	IWLIVE
Registration Number:	3409751	NETVIEW
Registration Number:	4790407	PIPEPLAN
Registration Number:	4401442	PRESSUREWATCH
Registration Number:	4482120	QUALWATCH
Registration Number:	4482271	SCADAMASTER
Registration Number:	4732316	SCADAWATCH
Registration Number:	4852872	SWMMLIVE
Serial Number:	86806747	INFOCITY

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 05/06/2016

Total Attachments: 6

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (this “**Agreement**”) dated as of May 6, 2016, between Innovyze, Inc., a California corporation, (the “**Grantor**”), and Canadian Imperial Bank of Commerce, as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

RECITALS

- (A) Stantec Inc., a Canada corporation (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), the Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of May 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of May 6, 2016, in favor of the Administrative Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Secured Liabilities (as defined in the Credit Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all United States Trademarks owned by the Grantor and registered or pending registration with the United States Patent and Trademark Office, including those referred to on Schedule I hereto, together with all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any owned Trademark, or (ii) injury to the goodwill associated with any owned Trademark.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its respective officer or representative thereunto duly authorized as of the date first written above.

INNOVYZE, INC.,
as Grantor

By: Thomas G. Payne

Name: Thomas G. Payne
Title: Assistant Treasurer

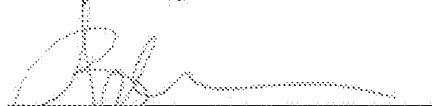
Signature Page -- Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005789 FRAME: 0089

ACCEPTED AND AGREED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent

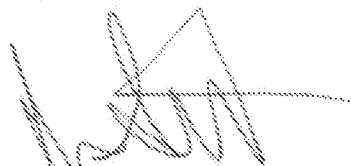
By:



Name:

Jordan Spellman
Executive Director

Title:



Jordan Stewart
Director

**SCHEDULE I TO THE NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

TRADEMARK REGISTRATIONS

Trademarks

Grantor	Mark	Reg. No. or Appln. No.	Date
Innovyze, Inc.	BALANCENET	4471930	Jan-21-2014
Innovyze, Inc.	CAPPLAN	3680731	Sep-8-2009
Innovyze, Inc.	DEMANDWATCH	4491907	Mar-4-2014
Innovyze, Inc.	H2OMAP WATER	2744041	Jul-29-2003
Innovyze, Inc.	H2OCALC	3409794	Apr-8-2008
Innovyze, Inc.	H2OMAP	2807523	Jan-20-2004
Innovyze, Inc.	H2OMAP SEWER	2733099	Jul-1-2003
Innovyze, Inc.	H2ONET	2773212	Oct-14-2003
Innovyze, Inc.	H2OSURGE	2820327	Mar-2-2004
Innovyze, Inc.	ICMLIVE	4343540	May-28-2013
Innovyze, Inc.	INFINITY SYSTEM	4656829	Dec-16-2014
Innovyze, Inc.	INFOMASTER	4250428	Nov-27-2012
Innovyze, Inc.	INFONET	4297611	Mar-5-2013
Innovyze, Inc.	INFORIVER	86048745	Aug-27-2013
Innovyze, Inc.	INFOSEWER	4780327	July-28-2015
Innovyze, Inc.	INFOSTORM	86048753	Aug-27-2013
Innovyze, Inc.	INFOSURGE	2998786	Sep-20-2005
Innovyze, Inc.	INFOSWMM	2998785	Sep-20-2005
Innovyze, Inc.	INFOVIEW	3006230	Oct-11-2005
Innovyze, Inc.	INFOWATER	2792577	Dec-9-2003
Innovyze, Inc.	INFOWORKS	2822157	Mar-16-2004
Innovyze, Inc.	INNOVATING FOR SUSTAINABLE INFRASTRUCTURE	4154499	Jun-5-2012
Innovyze, Inc.	INNOVYZE	4122261	Apr-3-2012
Innovyze, Inc.	IWLIVE	4122288	Apr-3-2012

Innovyze, Inc.	NETVIEW	3409751	Apr-8-2008
Innovyze, Inc.	PIPEPLAN	4790407	Aug-11-2015
Innovyze, Inc.	PRESSUREWATCH	4401442	Sep-10-2013
Innovyze, Inc.	QUALWATCH	4482120	Feb-11-2014
Innovyze, Inc.	SCADAMASTER	4482271	Feb-11-2014
Innovyze, Inc.	SCADAWATCH	4732316	May-5-2015
Innovyze, Inc.	SWMLLIVE	4852872	Nov-10-2015
Innovyze, Inc.	INFOCITY	86806747	Nov-2-2015