

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM392214

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
H2O Innovation Inc.		07/18/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Export Development Canada		
<b>Street Address:</b>	150 rue Slater		
<b>City:</b>	Ottawa		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K1A 1K3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3511122	H2O INNOVATION	
<b>Registration Number:</b>	3507498	H2O INNOVATION	
<b>Registration Number:</b>	4444358	CLEARLOGX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>			
<b>Phone:</b>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	225274-20		
<b>NAME OF SUBMITTER:</b>	j		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	07/21/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK COLLATERAL AGREEMENT

This 18th day of July, 2016, H<sub>2</sub>O INNOVATION INC., a Canadian corporation ("*Debtor*") with its principal place of business and mailing address at 340-330 Rue Saint-Valier Est, Québec, Québec, G1K 9C5, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to EXPORT DEVELOPMENT CANADA, a Canadian corporation, with its mailing address at 150 rue Slater, Ottawa, Ontario, K1A 1K3, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor and H<sub>2</sub>O Operation & Maintenance Inc., as set out in that certain Movable Hypothec without delivery, bearing even date herewith among Debtor, H<sub>2</sub>O Operation & Maintenance Inc. and the Secured Party (as the same may be amended, modified, or restated from time to time, the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.


This Trademark Collateral Agreement may be executed in counterparts (and by different parties hereto in on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Collateral Agreement constitutes the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

H<sub>2</sub>O INNOVATION INC.

By   
Name Frédéric Dugré  
Title President and Chief Executive Officer

By   
Name Marc Blanchet  
Title Chief Financial Officer and Secretary

Accepted and agreed to as of the date and year last above written.

EXPORT DEVELOPMENT CANADA

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT -- EDC AND H<sub>2</sub>O INNOVATION]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

H<sub>2</sub>O INNOVATION INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

EXPORT DEVELOPMENT CANADA

By \_\_\_\_\_  
Name **Pierre Trudel**  
Title **Senior Financing Manager**

By \_\_\_\_\_  
Name **Stephen Hebert**  
Title **Senior Financing Manager**

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT -- EDC AND H<sub>2</sub>O INNOVATION]

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

**FEDERAL TRADEMARK REGISTRATIONS**

TITLE	STATUS	APPLICATION OR REGISTRATION NUMBER	OWNER / ASSIGNEE	APPLICATION DATE	REGISTRATION DATE	EXPIRY DATE
H2O INNOVATION (STYLIZED LETTERS)  H <sub>2</sub> O Innovation	Registered	3,511,122	H <sub>2</sub> O Innovation Inc.	October 18, 2007	October 7, 2008	October 7, 2018
H2O INNOVATION (STYLIZED LETTERS)  H <sub>2</sub> O Innovation	Registered	3,507,498	H <sub>2</sub> O Innovation Inc.	October 18, 2007	September 30, 2008	September 30, 2018
CLEARLOGX  CLEARLOGX	Registered	4,444,358	H <sub>2</sub> O Innovation Inc.	November 9, 2011	December 3, 2013	December 3, 2023

**TRADEMARK**