

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cryopak Industries (2007) ULC		08/24/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 Bay Street, P.O. Box 1, Royal Bank Plaza		
Internal Address:	4th Floor, North Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J5		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1576371	CRYOPAK	
Registration Number:	2610776	FLEXIBLE ICE	
Registration Number:	2100314	FREEZIT	
Registration Number:	2441453	PERMA-GEL	
Registration Number:	2507834	K	
Registration Number:	4005466	ATP-MIRADOR	
Registration Number:	4011540	ATP-HEMOTHERMAL	
Registration Number:	4025320	XTAG	
Registration Number:	2618099	SIMPLY COZY	
CORRESPONDENCE DATA			
Fax Number:	9735302225		
<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:	973-530-2025		
Email:	pnussbaum@csglaw.com		
Correspondent Name:	Peter Nussbaum		
Address Line 1:	Chiesa Shahinian & Giantomasi PC		
Address Line 2:	One Boland Drive		

OP \$240.00 1576371

Address Line 4: West Orange, NEW JERSEY 07052

DOMESTIC REPRESENTATIVE

Name: Peter Nussbaum
Address Line 1: Chiesa Shahinian & Giantomasi PC
Address Line 2: One Boland Drive
Address Line 4: West Orange, NEW JERSEY 07052

NAME OF SUBMITTER: Peter Nussbaum

SIGNATURE: /Peter Nussbaum/

DATE SIGNED: 08/30/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK AGREEMENT (the "**Agreement**"), dated as of August 24, 2016, between TCP Reliable, Inc. and Cryopak Industries (2007) ULC, DDL, Inc. and Cryopak Verification Technologies, Inc. (collectively, the "**Grantors**", each, individually, a "**Grantor**"), (the "**Grantor**"), and Royal Bank of Canada (the "**Lender**");

WITNESSETH:

WHEREAS, pursuant to a Subordinated Credit Agreement dated on or about the date hereof among, *inter alios*, TCP Reliable, Inc. as US Borrower, NexKemia Petrochemicals Inc. as Canadian Borrower, and the Lender as Lender (as the same may be amended, supplemented, revised, restated or replaced from time to time, the "**Loan Agreement**"), the Lender has agreed to make extensions of credit subject to the terms and provisions of the Loan Agreement;

AND WHEREAS, in connection with the Loan Agreement, each Grantor has executed and delivered a general security agreement dated as of the date hereof (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, the "**Security Agreement**");

AND WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the obligations of the Grantors under the Loan Agreement and under the guarantee dated as of the date hereof granted by the Grantors in favour of the Lender, each Grantor does hereby mortgage, pledge and hypothecate to the Lender and grants to the Lender a security interest in all of the following property (the "**Trademark Collateral**"), now owned and existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, certifications marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "**Trademark**"), now existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office or in any office or agent of the United States of America or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof;

(b) all trademark licenses and other agreements providing the Grantors with the right to use any of the items described in clause (a), including each Trademark license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration, or Trademark license referred to in Schedule "A" hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest of the Lender in the Trademark Collateral relating to trademarks referred to in Number 1 of Schedule "A" with the Canadian Intellectual Property Office and recording the security interest of the Lender in the Trademark Collateral relating to trademarks referred to in Number 2 of Schedule "A" with the United States Patent and Trade Marks Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. Each Grantor does hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by references herein as if fully set forth herein.

SECTION 5. Loan Agreement, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall take precedence over those contained herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts by telecopy or other electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

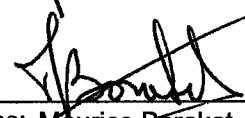
[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

TCP RELIABLE, INC.

Per: 
Name: Maurice Barakat
Title: President & CEO

CRYOPAK INDUSTRIES (2007) ULC

Per: 
Name: Maurice Barakat
Title: President & CEO

DDL, INC.

Per: 
Name: Maurice Barakat
Title: President & CEO

CRYOPAK VERIFICATION TECHNOLOGIES, INC.

Per: 
Name: Maurice Barakat
Title: President & CEO

ROYAL BANK OF CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

TCP RELIABLE, INC.

Per: _____
Name:
Title:

CRYOPAK INDUSTRIES (2007) ULC

Per: _____
Name:
Title:

DDL, INC.


Per: _____
Name:
Title:

**CRYOPAK VERIFICATION
TECHNOLOGIES, INC.**

Per: _____
Name:
Title:

ROYAL BANK OF CANADA

Per:  _____
Name: Michael Israel
Title: Director

Per:  _____
Name: Mark D'Silva
Title: Vice President

Trademark Security Agreement

SCHEDULE "A"

SCHEDULE "A"

1. US PATENT AND TRADEMARK OFFICE
TRADEMARK APPLICATIONS AND REGISTRATIONS

A. TCP RELIABLE, INC.

Name	Reg. No. /App. No.	Reg. Date /Filing Date	Registration Office
SLIDE TOP COOLER	86/822,436	11/17/2015	Trademark Application Pending before The USPTO

B. CRYOPAK INDUSTRIES (2007) ULC

NAME	NO.	REG. DATE	REGISTRATION OFFICE
CRYOPAK	1576371	January 9, 1990	USPTO
FLEXIBLE ICE	2610776	August 20, 2002	USPTO
FREEZIT	2100314	September 23, 1997	USPTO
PERMA-GEL	2441453	April 3, 2001	USPTO
K	2507834	November 13, 2001	USPTO
ATP-Mirador	4005466	August 2, 2011	USPTO
ATP-HemoThermal	4011540	August 16, 2011	USPTO
xTag	4025320	September 13, 2011	USPTO
SIMPLY COZY	2618099	September 10, 2002	USPTO

C. DDL, INC.

Name	Reg. No.	Reg. Date	Registration Office
DDL and design	4178914	7/24/2012	USPTO
DDL	3113556	7/11/2006	USPTO
PACKREVIEW	3155308	10/10/2006	USPTO
RESPONSIBLE PACKING DEVELOPMENT GROUP	4182541	7/31/2012	USPTO
RPDG	4270814	1/8/2013	USPTO
TESTED AND PROVEN	4178919	7/24/2012	USPTO

D. CRYOPAK VERIFICATION TECHNOLOGIES, INC.

Name	Reg. No.	Reg. Date	Registration Office
K1	4774132	7/14/2015	USPTO
ESCORT	1746852	1/19/1993	USPTO
ESCORT MINI	3875436	11/16/2010	USPTO
ILOG (STYLIZED)	3371131	1/22/2008	USPTO

2. CANADIAN INTELLECTUAL PROPERTY OFFICE
TRADE-MARK APPLICATIONS AND REGISTRATIONS

A. TCP RELIABLE, INC.

Nil.

B. CRYOPAK INDUSTRIES (2007) ULC

NAME	No.	REG. DATE	REGISTRATION OFFICE
GLACIER PAK	TMA398114	MAY 8, 1992	CIPO
ICE-PAK	TMA431444	August 5, 1994	CIPO

NAME	NO.	REG. DATE	REGISTRATION OFFICE
FREEZIT	TMA471451	February 21, 1997	CIPO
6 PAK	TMA613460	June 22, 2004	CIPO
ICE-PAK / HOT-PAK	TMA603105	February 24, 2004	CIPO
SIMPLY COZY	TMA497517	July 21, 1998	CIPO
LUNCH PAK	TMA391319	December 6, 1991	CIPO
ENVIRO ICE	TMA575069	February 5, 2003	CIPO

C. DDL, INC.

Nil.

D. CRYOPAK VERIFICATION TECHNOLOGIES, INC.

Nil.