

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Salford Group Inc.		02/28/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West		
Internal Address:	1 First Canadian Place		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4019500	AERWAY	
Registration Number:	3391217	AERWAY	
Registration Number:	2658086	FINETINE	
Registration Number:	2658085	SHATTERTINE	
Registration Number:	2573315	SPORTSTINE	
Serial Number:	87033196	SALFORD	
Serial Number:	87033222	SALFORD	
Serial Number:	87229752	VALMAR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	hans@brunetco.com		
Correspondent Name:	Hans Koenig		
Address Line 1:	401 Bay St.		
Address Line 2:	Suite 1600		
Address Line 4:	Toronto, CANADA M5H 2Y4		
NAME OF SUBMITTER:	Hans Koenig		

OP \$215.00 4019500

SIGNATURE:	/Hans Koenig/
DATE SIGNED:	03/24/2017
Total Attachments: 9 source=SignedSecurityAgreement#page1.tif source=SignedSecurityAgreement#page2.tif source=SignedSecurityAgreement#page3.tif source=SignedSecurityAgreement#page4.tif source=SignedSecurityAgreement#page5.tif source=SignedSecurityAgreement#page6.tif source=SignedSecurityAgreement#page7.tif source=SignedSecurityAgreement#page8.tif source=SignedSecurityAgreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated January 26, 2017, is made by Salford Group Inc., an Ontario corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Bank of Montreal ("BMO"), as administrative agent hereunder for the Lenders (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a Second Amended and Restated Credit Agreement dated as of January 6, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Agent. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

AND WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral");

- (a) the United States patents and patent applications set forth in Schedule A hereto and any patents or patent applications issued or filed hereafter (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, and any trademarks or trademark applications registered or filed hereafter, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

SALFORD GROUP INC., as Grantor

By: _____



Name: Geoff Gray

Date: 28 FEB 2017

ACCEPTED and ACKNOWLEDGED by:
BANK OF MONTREAL, as Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

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

SALFORD GROUP INC., as Grantor

By: _____

Name:

Date:

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By:  _____

Name:

Title:

Robert Kistler
Senior Account Manager

By: _____

Name:

Title:

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Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

PATENT NO. / APP. NO.	STATUS	TITLE COMMENTS
D503,938 29/189,588	ISSUED: 4/12/2005 FILED: 9/9/2003	TINE
D722,621 28/407,268	ISSUED: 2/17/2015 FILED: 11/25/2011	SEAL
9,313,937 14/803,499	ISSUED: 4/19/2016 FILED: 7/20/2015	APPARATUS AND METHOD FOR SOIL TILLAGE AND LEVELING
7,252,043 10/926,971	ISSUED: 8/7/2007 FILED: 8/27/2004	APPARATUS FOR APPLICATION OF LIQUIDS OR LIQUID-SOLID DISPERSIONS TO SOIL, AND A KIT TO ADAPT SOIL AERATION OR TILLAGE DEVICES TO FURTHER SUPPLY LIQUIDS OR LIQUID SOLID DISPERSIONS TO SOIL
6,923,266 10/839,347	ISSUED: 8/2/2005 FILED: 5/6/2004	CANTILEVERED OUTBOARD TINE DEVICE FOR SOIL AERATION
7,484,568 10/939,193	ISSUED: 2/3/2009 FILED: 8/27/2004	SOIL AERATION AND CULTIVATION TINE
7,487,731 11/360,429	ISSUED: 2/10/2009 FILED: 2/24/2006	LIQUID-SOLIDS APPLICATOR WITH VALVE MEANS TO PERMIT CLEANING

7,404,365 11/401,356	ISSUED: 7/29/2008 FILED: 4/11/2006	APPARATUS FOR APPLICATION OF LIQUIDS OR LIQUID-SOLID DISPERSIONS TO SOIL HAVING A PIVOTABLE JOINT CONNECTOR
8,297,372 11/505,367	ISSUED: 10/30/2012 FILED: 8/17/2006	SOIL AERATION DEVICE HAVING CLOSE-COUPLED SHAFTS
D741,925 29/494,630	ISSUED: 10/27/2015 FILED: 6/23/2014	CULTIVATING CUTTING DISC

II. PATENT APPLICATIONS

PATENT NO. / APP. NO.	STATUS	TITLE COMMENTS
14/668,445	PENDING: FILED: 3/25/2015	METERING APPARATUSES FOR SECTIONAL CONTROL
14/995,763	PENDING: FILED: 1/14/2016	TINE HARROW
15/110,114	PENDING: FILED: 7/7/2016	ANGLE ADJUSTABLE COULTER WHEEL ASSEMBLY
15/232,555	PENDING: FILED: 8/9/2016	CART
62/361,122	PENDING: FILED: 7/12/2016	PARTICULATE MATERIAL DISTRIBUTION APPARATUS AND METHOD

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
AERWAY	4,019,500	August 30, 2011
AERWAY LOGO DESIGN	3,391,217	March 4, 2008
BBINTERNATIONAL	2,161,257	June 2, 1998
FINETINE	2,658,086	December 10, 2002
SHATTERTINE	2,658,085	December 10, 2002
SPORTSTINE	2,573,315	May 28, 2002

II. TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>
SALFORD lettering with line on top	87033196	May 11, 2016
SALFORD LOGO with border	87033222	May 11, 2016
VALMAR	87229752	November 8, 2016

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.

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