

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM432701

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ENERGY NAVIGATOR INC.		06/27/2017	Corporation: ALBERTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance Corporation Canada, as Administrative Agent		
<b>Street Address:</b>	40 King Street West		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3Y2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4672169	A BETTER WAY	
<b>Registration Number:</b>	4672170	A BETTER WAY	
<b>Registration Number:</b>	4478450	AFE NAV	
<b>Registration Number:</b>	3885249	AFE NAVIGATOR	
<b>Registration Number:</b>	2653264	AFE NAVIGATOR	
<b>Registration Number:</b>	5081327	ENERGY NAVIGATOR	
<b>Registration Number:</b>	5081328	ENERGY NAVIGATOR	
<b>Registration Number:</b>	3885247	ENERGY NAVIGATOR	
<b>Registration Number:</b>	3885248	ENERGY NAVIGATOR	
<b>Registration Number:</b>	4614269	ENERGY NAVIGATOR A BETTER WAY	
<b>Registration Number:</b>	4548267	ENERGY NAVIGATOR A BETTER WAY	
<b>Registration Number:</b>	2638208	PRODUCTION NAVIGATOR	
<b>Registration Number:</b>	4542646	VAL NAV	
<b>Registration Number:</b>	3844705	VALUE NAVIGATOR	
<b>Registration Number:</b>	2665209	VALUE NAVIGATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<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>			

OP \$390.00 4672169

TRADEMARK

**Phone:** 312-863-7198  
**Email:** nancy.brougher@goldbergkohn.com  
**Correspondent Name:** Nancy Brougher, Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 East Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 1989.538

**NAME OF SUBMITTER:** Nancy Brougher

**SIGNATURE:** /njb/

**DATE SIGNED:** 06/27/2017

**Total Attachments: 11**

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**CANADIAN TRADEMARK SECURITY AGREEMENT**

This CANADIAN TRADEMARK SECURITY AGREEMENT (this “Canadian Trademark Security Agreement”) is made this 27<sup>th</sup> day of June, 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among Wrangler Holdings, Inc., as parent (“Parent”), 3ES Innovation Inc., an Alberta Corporation, as borrower (“Borrower”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

**WHEREAS**, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Canadian Guarantee and Security Agreement”); and

**WHEREAS**, pursuant to the Canadian Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Canadian Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Canadian Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Canadian Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Canadian Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Canadian Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Canadian Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Canadian Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Canadian Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Canadian Trademark Security Agreement and the Canadian Guarantee and Security Agreement, the Canadian Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Canadian Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Canadian Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Canadian Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Canadian Trademark Security Agreement is a Loan Document. This Canadian Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Canadian Trademark Security Agreement. Delivery of an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Canadian Trademark Security Agreement. Any party delivering an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Canadian Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Canadian Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS CANADIAN TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE CANADIAN GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**ENERGY NAVIGATOR INC.**

By:   
Name: Wayne Sim  
Title: President and Secretary

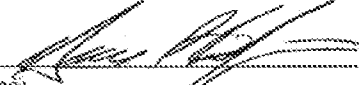
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – ENNAV INC.]

**TRADEMARK**  
**REEL: 006091 FRAME: 0830**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA

By:   
Name: \_\_\_\_\_

Its Authorized Signatory

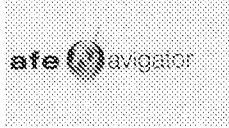
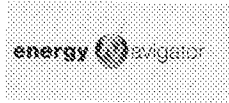
David G. Phillips  
Senior Vice President  
Credit Officer, Canada  
Wells Fargo Capital Finance  
Corporation Canada

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT -- ENNAV INC.]


TRADEMARK  
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**SCHEDULE I**  
**to**  
**CANADIAN TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications**

UNITED STATES TRADE-MARKS - REGISTRATIONS







<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Energy Navigator Inc.	Reg 4672169	<b>A BETTER WAY</b>
Energy Navigator Inc.	Reg 4672170	<b>A BETTER WAY</b>
Energy Navigator Inc.	Reg 4478450	<b>AFE NAV</b>
Energy Navigator Inc.	Reg 3885249	AFE NAVIGATOR 
Energy Navigator Inc.	Reg 2653264	<b>AFE NAVIGATOR</b>
Energy Navigator Inc.	Reg 5081327	<b>ENERGY NAVIGATOR</b>
Energy Navigator Inc.	Reg 5081328	<b>ENERGY NAVIGATOR</b>
Energy Navigator Inc.	Reg 3885247	ENERGY NAVIGATOR 





Energy Navigator Inc.	Reg 3885248	<b>ENERGY NAVIGATOR</b>
Energy Navigator Inc.	Reg 4614269	<b>ENERGY NAVIGATOR A BETTER WAY</b>
Energy Navigator Inc.	Reg 4548267	<b>ENERGY NAVIGATOR A BETTER WAY</b>
Energy Navigator Inc.	Reg 2638208	<b>PRODUCTION NAVIGATOR</b>
Energy Navigator Inc.	Reg 4542646	<b>VAL NAV</b>
Energy Navigator Inc.	Abandoned	<b>VALNAV</b>
Energy Navigator Inc.	Reg 3844705	VALUE NAVIGATOR 
Energy Navigator Inc.	Reg 2665209	<b>VALUE NAVIGATOR</b>



CANADIAN TRADE-MARKS - REGISTRATIONS





<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Energy Navigator Inc.	Reg TMA875049	Stylized letter 'V' beside words Val Nav 
Energy Navigator Inc.	Reg TMA852380	<b>ENERGY NAVIGATOR A BETTER WAY</b>

Energy Navigator Inc.	Reg TMA806278	words 'energy Navigator' with 'N' in spere (sic); cone atop sphere, tilting right 
Energy Navigator Inc.	Reg TMA875050	Stylized letter 'N' beside words ENERGY NAVIGATOR 
Energy Navigator Inc.	Reg TMA807182	words 'afe Navigator' with 'N' in sphere; cone atop sphere, tiltingright 
Energy Navigator Inc.	Reg TMA833398	AFENAV
Energy Navigator Inc.	Reg TMA875053	Stylized letter 'N' over words ENERGY NAVIGATOR 
Energy Navigator Inc.	Reg TMA553390	PRODUCTION NAVIGATOR
Energy Navigator Inc.	Reg TMA875052	Stylized letter 'V' over words Val Nav 
Energy Navigator Inc.	Reg TMA807188	Words 'value Navigator' with 'N' in sphere; cone atop sphere, tiltingright 
Energy Navigator Inc.	Reg TMA553389	AFE NAVIGATOR
Energy Navigator Inc.	Reg TMA833397	VALNAV
Energy Navigator Inc.	Reg TMA884270	ANALOG FORECASTING

Energy Navigator Inc.	Reg TMA556246	<b>VALUE NAVIGATOR</b>
Energy Navigator Inc.	Reg TMA569520	<b>ENERGY NAVIGATOR</b>
Energy Navigator Inc.	Reg TMA875048	Stylized letter 'A' beside words AFE Nav 
Energy Navigator Inc.	Reg TMA875051	Stylized letter 'A' over words AFE Nav 
Energy Navigator Inc.	TMA972078	<b>A BETTER WAY FROM DATA TO DECISION</b>

OTHER TRADEMARKS - REGISTRATIONS

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY/STATE</u>	<u>TRADEMARK</u>
Energy Navigator Inc.	Reg 1743301	Australia	A AFE NAV 
Energy Navigator Inc.	Reg 1743304	Australia	A AFE NAV 
Energy Navigator Inc.	Reg 1743298	Australia	AFE NAV

Energy Navigator Inc.	Reg 1743296	Australia	<b>AFE NAVIGATOR</b>
Energy Navigator Inc.	Reg 1743294	Australia	<b>ENERGY NAVIGATOR</b>
Energy Navigator Inc.	Reg 1743305	Australia	<b>ENERGY NAVIGATOR A BETTER WAY</b>
Energy Navigator Inc.	Reg 1743299	Australia	N ENERGY NAVIGATOR  ENERGY NAVIGATOR
Energy Navigator Inc.	Reg 1743302	Australia	N ENERGY NAVIGATOR  ENERGY NAVIGATOR
Energy Navigator Inc.	Reg 1743300	Australia	V VAL NAV  Val Nav
Energy Navigator Inc.	Reg 1743303	Australia	V VAL NAV  Val Nav
Energy Navigator Inc.	Reg 1743297	Australia	<b>VAL NAV</b>
Energy Navigator Inc.	Reg 1743295	Australia	<b>VALUE NAVIGATOR</b>
Energy Navigator Inc.	Reg 8348617	European Union	<b>AFE NAVIGATOR</b>
Energy Navigator Inc.	Reg 8348237	European Union	<b>ENERGY NAVIGATOR</b>
Energy Navigator Inc.	Reg 8348187	European Union	<b>VALUE NAVIGATOR</b>

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**Trade Names**

Nil.

**Common Law Trademarks**

Nil.

**Trademarks Not Currently In Use**

Nil.

**Trademark Licenses**

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>REGISTRATION/ APPLICATION NUMBER, IF ANY</u>	<u>DESCRIPTION</u>
Energy Navigator Inc.	Energy Navigator LLC	N/A	Value Navigator software, AFE Navigator software and Energy Navigator trademark