

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Roynat Inc.

- Individual(s)
- Partnership
- Corporation- State: Alberta
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 26, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 1824930 Alberta Ltd.

Street Address: 27717 Acheson Road

City: Acheson

State: Alberta

Country: Canada Zip: T7X 6B1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

87/453001

B. Trademark Registration No.(s)

2646025, 3038804, 1757871, 5268667

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nathan Woodruff

Internal Address: _____

Street Address: #200, 10328 - 81 Avenue NW

City: Edmonton

State: Alberta Zip: T6E 1X2

Phone Number: 780-448-0600

Docket Number: 973-12

Email Address: inbox@twpatent.ca

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: /Nathan Woodruff/

October 25, 2017

Signature

Date

Nathan Woodruff

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 23

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 3038804

SECURITY AGREEMENT RE TRADEMARKS AND PATENTSDate: September 26, 2017

Between:

1824930 Alberta Ltd.
27717 Acheson Road, Acheson, AB T7X 6B1

(the "Borrower")

And:

Roynat Inc.
3900 Scotia Centre, 700 – 2nd Street SW, Calgary, AB T2P 2W2

(the "Lender")

In consideration of a loan agreement entered into between the Lender and the Borrower dated March 3, 2017, the parties agree as follows:

1. Grant of Security

- (1) As security for the performance of its Obligations, the Borrower grants and assigns to the Lender as a first, fixed charge and security interest, all of its right, title and interest in and to,
 - (a) each of the Trade Marks identified in Schedule "A", including all goodwill of the business of the Borrower symbolized by each of the Trade Marks and all rights of the Borrower as the registered owner of the Trade Marks, including all rights to receive royalty, licence or other payments due to the Borrower from any registered user or other user of any of the Trade Marks;
 - (b) the customer lists and other records of the Borrower relating to the distribution of products bearing any of the Trade Marks;
 - (c) each of the Patents identified in Schedule "B", including all rights to receive royalty, licence or other payments due to the Borrower from any licensed user or other use of any of the Patents;
 - (d) any present or future claim by, or right of action of, the Borrower against any person with respect to the infringement of any of the Trade Marks or Patents;
 - (e) all present or future proceeds of any of the foregoing.
- (2) The fixed charges provided for in subsection (1) shall attach to each item described in that subsection respectively immediately upon the execution of this Agreement.
- (3) The Borrower shall enter into an Assignment of Patents as Security in the form of Schedule "C" and an Assignment of Trade Marks as Security in the form of

Schedule "D", and each of those assignments shall be subject of this Agreement and shall be deemed to incorporate the terms and conditions of this Agreement

2. Covenants and Warranties

- (1) The Borrower covenants and agrees with the Lender that as long as this Agreement is outstanding, it shall:**
 - (a) perform each of its obligations under this Agreement, the Loan Agreement and every other lending or credit facility agreement between the Borrower and the Lender;**
 - (b) do all things and execute all documents (including all assignments, affidavits and other instruments in a form suitable for filing with the patent office and trade mark offices in Canada, the United States of America and all other jurisdictions in which the Patents or Trade Marks are registered and recorded) as may be requested by the Lender from time to time and at any time, in order to perfect or record the Lender's interest in any part of the Collateral;**
 - (c) do all things and execute all documents that may be necessary or expedient or that the Lender may reasonably require in order to maintain the registration or recording of the Patents or Trade Marks;**
 - (d) take all necessary steps and initiate all necessary proceedings promptly and without prior demand by the Lender or continue or defend the registration or recording of each of the Patents or Trade Marks from infringement by another person or to prevent any licensed or other permitted user from doing anything that may in- validate or otherwise impair the Patent or Trade Mark;**
 - (e) continue to use each of the Trade Marks on its current line of products as reflected in its current catalogs, brochures and price lists in order to maintain the Trade Marks in full force and free from any claim of abandonment for non-use, unless the Lender consents to the discontinuation of the use of that Trade Mark in writing;**
 - (f) pay punctually all taxes, rates, duties, assessments, rents, fees or appropriations, and all other monies now due or that in the future become due that may become a Charge upon any part of the Collateral;**
 - (g) pay all amounts secured by, and observe and perform all covenants and conditions contained in, all other Charges on the whole or any part of the Collateral in accordance with their terms whether those other Charges rank prior to or subsequent to the Security Interest;**
 - (h) observe all laws and conform to all valid requirements of any governmental authority with respect to all or any part of its business, the Collateral and**

- all covenants, terms and contracts upon or under which the Collateral are held;
- (i) defend the Collateral against the claims and demands of all other parties claiming to have an interest therein, and against every charge, lien, encumbrance, execution, sequestration, extent or analogous process;
 - (j) not create any Charge upon the Collateral or any part of the Collateral ranking or purporting to rank in priority to or equally with the Security Interest, unless the Lender consents to the creation of that other Charge in writing;
 - (k) not assign, sell or otherwise dispose of any of the Collateral, except with the prior written consent of the Lender;
 - (l) upon default under this Agreement, deliver up quiet possession of the Collateral, free from encumbrances, to the Lender;
 - (m) pay all tax instalments withheld or collected by the Borrower on time and remit to the appropriate taxing authority all amounts deemed by any rule of law to be held on trust for the benefit of that taxing authority, and from time to time, provide to the Lender proof that all such payments and remittances have been made.
- (2) The Borrower shall notify the Lender promptly of the details of any claims or litigation affecting the Borrower or the Collateral.
- (3) The Borrower expressly warrants that
- (a) the Borrower is a duly incorporated, organized and subsisting corporation, and has all requisite powers, capacities, licences and permissions under its governing legislation and the other laws applicable to it, and under its articles of incorporation, bylaws and governing resolutions to,
 - (i) own the Collateral which the Borrower has represented as belonging to the Borrower in any financial statement or representation made by the Borrower to the Lender,
 - (ii) carry on all businesses in which the Borrower is engaged,
 - (iii) enter into, exercise its rights and perform and comply with its obligations under this Agreement and the Loan Agreement, and all actions, conditions and things that have been done, taken or fulfilled with respect thereto, that are required by law, contract or otherwise;
 - (b) the Borrower has sole, full and clear title to the Trade Marks and Patents in Canada and the United States of America, and in all other jurisdictions represented by the Borrower to the Lender;
 - (c) all registrations and recordings of the Patent and Trade Marks are valid and subsisting and in full force and effect as of the date of this Agreement;

- (d) none of the Patents and Trade Marks have lapsed, been abandoned or dedicated to the public, nor to the best of the knowledge of the Borrower, has any Patent or Trade Mark been infringed by any other person;
- (e) as of the date of this Agreement, neither the Borrower nor any of its subsidiaries has any patent or trade mark registered or recorded in or subject to pending applications for registration or recording in Canada, the United States of America or elsewhere other than those described in Schedules "A" or "B";
- (f) the Borrower is not a party to any agreement under the terms of which the Borrower is prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Borrower under this Agreement and the Loan Agreement;
- (g) no encumbrance exists on or over any of its Collateral, except as disclosed in writing to the Lender.
- (h) the Borrower's financial statements present fairly the financial position of the Borrower and the results of its operations in accordance with generally accepted accounting principles applied on a consistent basis with that of the preceding year, or other relevant financial period, except for such changes or departures from such principles as are expressly identified by the auditors of the Borrower in their report on the financial statements, or are expressly noted in the notes to the financial statements;
- (i) no litigation, arbitration or administrative proceeding is current or pending, so far as the Borrower is aware, in respect of the Borrower or any of its Subsidiaries, that appears reasonably likely to have a materially adverse effect on the Borrower's rights with respect to the whole or any part of the Collateral;
- (j) no act or event has occurred that would constitute or is capable of becoming, whether by notice or the passage of time, an act or event default under the terms of this Agreement;
- (k) there are no,
 - (i) outstanding judgments, injunctions, or administrative or regulatory directives, writs of execution, work orders or encroachments, or
 - (ii) licences, deed restrictions, assignments or other agreements, against the Borrower or its Collateral that might reasonably be seen to have a materially adverse impact upon the Borrower's prospects or the condition or value as security of the Collateral or affecting the use of the Collateral, except as expressly disclosed by the Borrower to the Lender in writing;
- (l) the Borrower has good and marketable title to the Collateral, free of all encumbrances save those of which the Lender has been advised and to

which the Lender has consented in writing prior to the execution and delivery of this Agreement;

- (m) the Borrower has the right and capacity to create the Security Interest upon the Collateral, and all requisite steps necessary to create the Security Interest have been taken.

3. Default

- (1) Subject to subsection (2), all principal, interest and other amounts that are secured by this Agreement shall become immediately payable upon demand and the Security Interest shall become enforceable upon the occurrence of any of the following events or acts of default,
 - (a) where the Borrower defaults in the payment of any amount owed by it to the Lender under the Loan Agreement or any other credit facility agreement, or if the Borrower defaults in the observance or performance of anything required to be done under this Agreement or the Loan Agreement;
 - (b) where any formal or informal proceeding for the dissolution of, liquidation of, or winding up of, the affairs of the Borrower is instituted by or against the Borrower, or where a resolution is passed or any other act undertaken for the winding up of the Borrower;
 - (c) where proceedings are taken to enforce any other encumbrance on the whole or any part of the Collateral;
 - (d) where the Borrower ceases or threatens to cease to carry on its business, or where the Borrower makes or agrees to make a bulk sale of its assets;
 - (e) where the Borrower creates, suffers or permits to be created or levied upon the whole or any part of the Collateral, a lien, execution, sequestration, extent or other process of any court, or any distress or analogous process, or a floating charge on any of the Collateral is about to become fixed;
 - (f) where the Borrower permits any sum, which has been admitted as due by it or is not disputed to be due by it and which forms or is capable of being made a Charge upon any of the Collateral in priority to the Security Interest, to remain unpaid after proceedings have been taken to enforce the collection of that sum as a prior Charge;
 - (g) where the Borrower sells, assigns, pledges or otherwise disposes of or deals with the whole or any part of the Collateral other than as permitted under this Agreement;
 - (h) where a receiver, manager or trustee is appointed in respect of the whole or any part of the Collateral, whether by a court of competent jurisdiction or under an agreement;

- (i) where on reasonable grounds, the Lender believes that any of the acts or events described in this subsection is about to occur or is likely to occur;
 - (j) where the Borrower defaults in payment of any indebtedness or liability to a Bank or other ending institution, whether secured or not;
 - (k) where the Borrower defaults in compliance with any provisions of a contract or other document under which it claims title to or an interest in any of the Collateral;
 - (l) where the Borrower acts to bring about amalgamation, consolidation or merger with or into another company without the prior written consent of the Lender;
 - (m) where the Borrower is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the Borrower, or where the Borrower makes an assignment for the general benefit of creditors or applies for relief under the Companies Creditors Arrangement Act, or where proceedings of any type or instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the Borrower;
 - (n) where any certificate, statement, representation, warranty or audit report made in connection with the Loan Agreement or other agreement between the Borrower and the Lender as an inducement to the Lender to enter into a lending transaction, was false or misleading in any material respect at the time of its making, or where any material fact which ought to have been disclosed in the certificate, statement, representation, warranty or audit report was not disclosed, or where the Borrower fails to inform the Lender forthwith of any such material fact.
- (2) Where there is a default by the Borrower under this Agreement, the Lender may waive that default by written notice to that effect, whether given before or after the default, and where the Lender so waives the default, the position of the parties and the status of the Collateral, shall be as if the default had not occurred.
- (3) A waiver to a default shall not extend to, or be taken in any manner whatsoever to affect the rights of the Lender with respect to, any subsequent default, whether similar or not.

4. Remedies

- (1) Where a default occurs, the Lender may do any one or combination of the following;
- (a) seize any technical or other manuals or records of, or in the possession of, the Borrower that pertain directly or indirectly to the use and application of the Collateral, including records of any technical or trade secrets knowledge of which is necessary to the use of or enhances the utility of the Collateral;
 - (b) sell or otherwise dispose of the whole or any part of the Collateral;

- (c) without limiting clause (b), grant a general, special or other licence on an exclusive or non-exclusive basis to any person throughout the world or any part of it and on such terms and on such conditions as the lender may consider appropriate;
 - (d) enforce against any licensee or other person all rights and remedies of the Borrower with respect to all or any part of the Collateral, and take or refrain from taking any action that the Borrower might take with respect to any of those rights and remedies, and for this purpose the Lender shall have the exclusive right to enforce or refrain from enforcing those rights and remedies, and may in the name of the Borrower and at its expense retain and instruct counsel and initiate any court or other proceeding that the Lender considers necessary or expedient;
 - (e) take any step necessary to preserve, maintain or insure the whole or any part of the Collateral or to realize upon any of it put it in vendable condition, and any amount paid as a result of taking any such steps shall be a cost the payment of which is secured by this Agreement;
 - (f) collect and receive all royalties, rents, incomes and profits arising from the collateral of any kind whatsoever payable to the Borrower, and in connection therewith the Lender may give to any person any notice of the existence of the Security Interest and the default of the Borrower that it may consider to be necessary or expedient for that purpose;
 - (g) pay all taxes, liens, encumbrances and other charges ranking in priority to the Security Interest and any amount so paid shall be a cost secured by this Agreement;
 - (h) generally, take or invoke any or all remedies and rights to which the Lender is entitled under the Personal Property Security Act, or similar legislation from time to time in force where any of the Collateral may situate;
 - (i) by instrument in writing appoint any person or persons, whether an officer or officers or an employee or employees of the Lender or not to be a receiver of any debt or right of payment comprising any part of the Collateral, and remove any receiver so appointed and appoint another in his place, and subject to the provisions of the instrument appointing a receiver, any receiver so appointed shall have power to take possession of the Collateral and to sell or concur in selling all or any part of the Collateral on behalf of the Borrower.
- (2) Where the Borrower is in default and the Lender does not waive that default, all rights of the Borrower to continue its use of the Patents and Trade Marks shall terminate (except as may be necessary to give effect to the rights of the Lender under this Agreement, in which case those rights shall be deemed to be held in trust by the Borrower for the Lender, and the Borrower shall comply with all directions given by the Lender with respect thereto), and the Borrower shall immediately discontinue its use of the Patents and Trade Marks.

- (3) Except where otherwise expressly provided in this Agreement, where under any rule of law or equity, the Borrower is entitled to a period of reasonable notice before,
 - (a) a demand for payment made under this Agreement (whether by reason of default or otherwise) must be satisfied by the Borrower or
 - (b) any remedy may be taken under this Agreement, that period of notice shall not in an event or under any circumstances exceed three (3) banking days, but this subsection shall not be construed as requiring a minimum of three (3) banking days notice where a lesser period of notice would otherwise be permissible by law and equity by reason of the circumstances of the Borrower, the condition of the Collateral, or otherwise.
- (4) The fees and expenses of any receiver appointed under this Agreement shall form a Charge upon the Collateral together with all other property of the Borrower that may come into the custody or control of the receiver, ranking in priority to the Security Interests.
- (5) Any receiver appointed under this Agreement shall so far as concerns responsibility for his acts, be deemed the agent of the Borrower, and the Lender shall not be in any way responsible for any misconduct for or negligence on the part of any such receiver.
- (6) The Lender may require any receiver to give security for the performance of his duties, but the Lender shall not be bound to require such security.
- (7) Except as may be otherwise directed by the Lender, all moneys from time to time received by a receiver shall be held in trust for and paid over to the Lender.
- (8) Except as expressly agreed between the Lender and the Borrower, the rights and powers conferred by this Agreement are in supplement to, and not in substitution for, any rights or powers the Lender may from time to time have by law or under any other agreement.
- (9) The costs incurred in appointing a receiver and the fees and expenses of the receiver shall be payable by the Borrower as incurred.
- (10) Where the Lender realizes upon any of the Collateral, and in particular upon any of the Patents, the Borrower shall provide without charge its know how and expertise relating to the use and application of the Collateral, and in particular shall instruct the Lender, and any purchaser of the Collateral designated by the Lender, concerning any related trade secrets of the Borrower.

5. Costs and Expenses

The Borrower shall pay to the Lender forthwith upon demand all costs, charges and expenses (including legal fees and disbursements on a solicitor and client indemnity basis) of or incurred by the Lender in connection with preparation or execution of this Agreement or the perfecting or recording its security against any part of the Collateral, or any cost incurred by it in respect of the recovery of funds or enforcement of any of the Obligations,

including all costs, charges and expenses in connection with taking possession, protecting, preserving, collecting and realizing upon any part of the Collateral, together with interest thereon at the date set out in the Loan Agreement from the date of incurring such costs, charges and expenses to the date of payment.

6. Effect of Taking Remedies

Neither the taking of judgement nor the exercise of a power of seizure or sale shall,

- (a) extinguish the liability of the Borrower to pay any money or perform any other Obligation secured under this Agreement;
- (b) operate as a merger of any covenant or other obligation contained in this Agreement or under any loan or other credit facility agreement to which it relates; or
- (c) affect the right of the Lender to interest at the rate agreed between the parties or under any loan or other credit facility agreement to which it relates, nor shall the acceptance of any payment or other security constitute or create any novation.

7. Further Assurances and Power Attorney

- (1) The Borrower shall draw, execute and deliver at its own expense, all such instruments and documents, and do all such acts and things as the Lender may from time to time reasonably consider necessary or advisable for the purpose of carrying out the intent and provisions of this Agreement, and
- (2) For the purposes of subsection (1), the Borrower hereby constitutes the Lender as its attorney, with full power of substitution and delegation, to execute, deliver and register any document or instrument that the Lender may from time to time consider to be necessary or expedient in connection with this Agreement, the perfection or recording of the Security Interest or the enforcement of the Security Interest, including any instrument or agreement assigning the Patents or Trade Marks and all applications for the registration of those assignments in a form suitable for filing, recording or registering in Canada, the United States of America or any other jurisdiction.
- (3) Upon demand by the Lender, for the purpose of giving effect to this section, the Borrower shall execute and deliver ten (10) copies of the Power of Attorney set out in Schedule "E".
- (4) Each power of attorney created or provided for in this section shall be deemed to be a power coupled with an interest in the subject matter of the power.

8. Manner of Giving Notice

- (1) Any notice, instruction or document required or permitted to be given or served by this Agreement or by law may be given personally or by electronic mail or fax (where the intended recipient is equipped to receive such a form of telecommunication) or by prepaid courier or registered mail to the intended

recipient at its address as set out in this Agreement and either party may by notice given in accordance with this subsection change its address for the purposes of this subsection.

- (2) Any notice shall be deemed (in the absence of evidence of prior receipt) to have been received by the intended recipient the same day if personally served, the next business day if sent by electronic mail or fax, and on the fifth business day next following where sent by courier or by registered mail.

9. Amendments to be in Writing

This Agreement shall not be deemed to be or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to this Agreement shall be in writing and shall be signed by both parties, provided that any such agreement may be executed in counterpart form.

10. Assignment

- (1) The rights of the Borrower under this Agreement are personal to the Borrower and neither the benefits nor the obligations of the Borrower under this Agreement may be assigned.
- (2) All rights of the Lenders under this Agreement shall inure to the benefit of its successors or assigns and all obligations of the Member shall bind the Member's heirs, executors and administrators and his successors.

11. Governing Law

- (1) This Agreement is subject to and shall be construed in accordance with the laws of Alberta, Canada.
- (2) Each of the parties consent to the non-exclusive jurisdiction of the courts of Alberta, Canada with respect to all disputes arising under this Agreement.
- (3) The Borrower acknowledges receiving a copy of this Agreement.
- (4) The Borrower expressly waives the right to receive a copy of any financing statement or financing change statement which may be registered by the Lender in connection with this Agreement or any verification statement issued with respect thereto where such waiver is not otherwise prohibited my law.

12. Time of the Essence

Time shall be of the essence in the performance of all obligations by all parties to this Agreement.

13. Interpretation

- (1) In this Agreement,
 - (a) "Charge" means any mortgage, hypothecation, charge, lien, encumbrance or other security interest;

- (b) **"Collateral"** means all of the assets subject to the Security Interest;
 - (c) **"Loan Agreement"** means the Loan Agreement entered into between the Borrower and the Lender on the date of this Agreement;
 - (d) **"Obligations"** means any of the obligations of the Borrower under the Loan Agreement or this Agreement;
 - (e) **"Patents"** means the patents and patent applications identified in Schedule "B", and all registrations and recordings of those patents in Canada, the United States of America or elsewhere, including any reissue, continuation or other extension in whole or part of any such patent;
 - (f) **"Security Interest"** means the charge and security granted to the Lender under section 1;
 - (g) **"Trade Marks"** means the trade marks, trade names, trade styles, service marks, certification marks, prints and labels identified in schedule "A", and all similar, present or future marks, names, styles, prints or labels and all applications, registrations and recordings thereof in Canada, the United States of America or elsewhere, including every renewal, reissue or other extension of any registration or recording.
- (2) In this Agreement,
- (a) a word importing the masculine, feminine or neuter gender only includes members of the other genders;
 - (b) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
 - (c) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefor or amendment thereof;
 - (d) the headings to each section are inserted for convenience of reference only and do not form part of the Agreement.

SIGNED and DELIVERED, as of the Date first above written

1824930 ALBERTA LTD.

Per:  c/s
 [Authorized Officer]

Schedule "A"
List of Trade Marks

Description or Illustration of Trade Mark	Registration Date	Registration Number

Schedule "B"
List of Patents

Description or Illustration of Patent	Date Issued	Patent Number

SCHEDULE "A"

Trademark Status Report

Client : Genics Inc.

Family File No	Country Status	Mark Proprietor	Application Date Application No	Regn. Date Mark No	Classes Specification of Goods
0973T003	Canada	BOWRAP	08 Jul 1984	31 Jul 1987	
973-3	REGISTERED	Genics Inc.	759800	TMA479,311	
0873T009	Canada	COBRA	06 Oct 1987	28 Mar 1998	
973T9CA	REGISTERED	Genics Inc	857947	TMA510,281	
0873T008	United States	COBRA	02 Apr 1998	05 Nov 2002	
973-8US	REGISTERED	Genics Inc	757461198	2,646,025	
0973T018	Canada	GENICS	25 Feb 2002	01 Jun 2004	
973-18CA	REGISTERED	Genics Inc.	1131621	TMA611,671	
0973T018	United States	GENICS	24 Jun 2002	10 Jan 2006	
973-18US	REGISTERED	Genics Inc	787424,878	3038804	
0973T023	Canada	ENTREDISCIPLESHIP			
973-23CA	PENDING	Genics Inc			
0973T032	Canada	CUNAPSOL	16 May 2017		
973-32CA	PENDING	Genics Inc	1837805		
0973T032	United States	CUNAPSOL	17 May 2017		002
973-32US	PENDING	Genics Inc	877453,001		
0973T033	Canada	CURAP	21 Apr 1993	11 Nov 1994	
973-33CA	REGISTERED		0727341	TMA 436,339	
0973T033	United States	CURAP	23 Jul 1992	16 Mar 1993	
973-33US	REGISTERED		74/286,850	1757871	
973T027	Canada	SILVER BULLET	06 Nov 2014	24 Oct 2016	
973-27CA	REGISTERED	Genics Inc	1701580	TMA983,160	
973T027	United States	SILVER BULLET	07 Nov 2014		020
973-27US	ALLOWED	Genics Inc	86/448,547		

SCHEDULE "B"



Patent Status Report

Genics Inc. (0973)

Our Ref.	Country File No.	Application	Publication	Grant	Renewal	Priority	Status Property Type
0973P006	WOOD PRESERVATIVE WRAP						
	Canada	2,210,841		2,210,841			Granted
	973P8CA	21 Jul 1997	21 Jan 1999	7 Sep 2004			Patent
	United States	08/808,086		5,897,971		21 Jul 1997	Granted
973P8US	11 Aug 1997		7 Dec 1999			Patent	
0973P007	METHOD OF MONITORING THE CONDITION OF POLES MAKING UP A TRANSMISSION/DISTRIBUTION LINE NETWORK						
	Canada	2,237,247		2,237,247			Granted
973P7CA	08 May 1998	9 Nov 1999	13 Dec 2005			Patent	
0973P008	POLYMER PLASTIC PLUG IMPREGNATED WITH WOOD PRESERVATIVE AND METHOD FOR MAKING THE SAME						
	Canada	2,240,216		2,240,216			Granted
973-8CA	10 Jun 1998	10 Dec 1999	8 Jun 2004			Patent	
0973P010	POLYMER PLASTIC PLUG IMPREGNATED WITH WOOD PRESERVATIVE AND METHOD FOR MAKING THE SAME						
	Canada	2,240,226		2,240,226			Granted
	973-10CA	10 Jun 1998	11 Dec 1999	24 Mar 2008			Patent
	United States	09/138,884		6,169,870		10 Jun 1998	Granted
973-10US	24 Aug 1998		2 Jan 2001			Patent	
0973P013	POLE CAP						
	Canada	2,273,594		2,273,594	1 Jun 2018		Granted
	973-13	01 Jun 1999	1 Dec 2000	14 Sep 2004			Patent
	United States	09/406,200		6,136,422		1 Jun 1999	Granted
973-13US	27 Sep 1999		31 Oct 2000			Patent	
0973P016	METHOD OF MANUFACTURE OF A LIQUID PESTICIDE CONTAINING COPPER AND A LIQUID PESTICIDE CONTAINING COPPER						
	Australia [PCT]	2002328705		2002328705	16 Sep 2017	17 Sep 2001	Granted
	973-16AU	16 Sep 2002	17 Mar 2003	27 Mar 2008			Patent
	Canada	2,357,392		2,357,392	17 Sep 2017		Granted
	973-16CA	17 Sep 2001	17 Mar 2003	21 Dec 2010			Patent
	Chile [PCT]	0557/2004		63927		17 Sep 2001	Granted
	973-16CI	16 Sep 2002		17 Nov 2016			Patent
	China [PCT]	02818210.3	CN 1555222A	ZL 02818210.3	16 Sep 2017	17 Sep 2001	Granted
	973-16CN	16 Sep 2002	15 Dec 2004	28 Feb 2007			Patent
	Russia [PCT]	2004111663		2289246	16 Sep 2017	17 Sep 2001	Granted
	973-16RU	16 Sep 2002		20 Dec 2008			Patent
	US [PCT]	10/489,808		7,713,553	11 Nov 2017	17 Sep 2001	Granted
	973-16US	16 Sep 2002		11 May 2010			Patent
	0973P017	METHOD OF TREATING BUILDING MATERIALS WITH BORON AND BUILDING MATERIALS					
Australia [PCT]		2002328214		2002328214	16 Sep 2017	17 Sep 2001	Granted
973-17AU		16 Sep 2002	17 Mar 2003	17 Jul 2008			Patent
Canada		2,357,357		2,357,357	17 Sep 2017		Granted
973-17CA	17 Sep 2001	17 Mar 2003	16 Mar 2010			Patent	



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	Russia [PCT]	2004111664		2327861	16 Sep 2017	17 Sep 2001	Granted
	973-17RU	16 Sep 2002		27 Jun 2008			Patent
	US [PCT]	10/489,812		7,160,806	9 Jul 2016	17 Sep 2001	Granted
	973-17US	16 Sep 2002		9 Jan 2007			Patent
0973P021	PRESERVATIVE COMPOSITIONS FOR WOOD AND LIKE MATERIALS						
	Australia [PCT]	2008207309		2008207309	17 Jan 2018		Granted
	973-21AU	17 Jan 2008	17 Jul 2009	7 Feb 2013			Patent
	Brazil [PCT]	0808681-7			17 Jan 2018	17 Jan 2007	Pending
	973-21BR	17 Jan 2008	17 Jul 2008				Patent
	Canada [PCT]	2,676,011		2,676,011	17 Jan 2018	17 Jan 2007	Granted
	973-21CA	17 Jan 2008	17 Jul 2008	31 Mar 2015			Patent
	China [PCT]	200880002370.1		ZL 200880002370.1	17 Jan 2018	17 Jan 2007	Granted
	973-21CN	17 Jan 2008	17 Jul 2008	20 Aug 2014			Patent
	European [PCT]	08706224.6			17 Jan 2018	17 Jan 2007	Pending
	973-21EP	17 Jan 2008					Patent
	Hong Kong	10108993.8		HK1142588	17 Jan 2019	17 Jan 2007	Granted
	973-21HK	17 Jan 2008		17 Jul 2015			Patent
	India [PCT]	2680/KOLN/2009		282371	6 Jul 2017	17 Jan 2007	Granted
	973-21IN	17 Jan 2008		6 Apr 2017			Patent
	Russia [PCT]	2009131059		2471616	17 Jan 2018	17 Jan 2007	Granted
	973-21RU	17 Jan 2008		10 Jan 2013			Patent
	US [PCT]	12/523,723		8,597,419	3 Jun 2021	17 Jan 2007	Granted
	973-21US	17 Jan 2008		3 Dec 2013			Patent
0973P026	Dissolvable Objects						
	Canada [PCT]	AWAITED			5 Aug 2017	5 Aug 2014	Pending
	973-26CA	05 Aug 2015					Patent
	European [PCT]	EP15828228.4			5 Aug 2017	5 Aug 2014	Pending
	973-26EP	05 Aug 2015					Patent
	US [PCT]	15/502,086				5 Aug 2014	Pending
	973-26US	05 Aug 2015	10 Aug 2017				Patent
0973P028	Dissolvable Projectiles						
	Canada	2,957,585			10 Feb 2019	10 Feb 2016	Pending
	973-28CA	10 Feb 2017	10 Aug 2017				Patent
	United States 2	15/430,186				10 Feb 2016	Pending
	973-28US	10 Feb 2017					Patent
	P.C.T.	PCT/CA 2017/050168				10 Feb 2016	Pending
	973-28WO	10 Feb 2017					Patent
0973P029	Dissolvable Glass Fibres for Wood Preservatives and Degradable Composite Materials						
	Canada	2,957,586			10 Feb 2019	10 Feb 2016	Pending
	973-29CA	10 Feb 2017	10 Aug 2017				Patent
	United States 2	15/430,295				10 Feb 2016	Pending
	973-29US	10 Feb 2017					Patent
	P.C.T.	PCT/CA 2017/050167				10 Feb 2016	Pending
	973-29WO	10 Feb 2017					Patent

Schedule "C"
Assignment of Patents as Security

Date: Sept 26, 2017

To: **Roynat Inc.**
3900 Scotia Centre, 700 – 2nd Street SW, Calgary, AB T2P 2W2

(the "Lender")

From: **1824930 Alberta Ltd.**
27717 Acheson Road, Acheson, AB T7X 6B1

(the "Assignor")

Whereas the Assignor owns the letters patent or applications for letters patent in Canada and the United States of America, more particularly described in Exhibits 1 and 2 of this Assignment respectively (the "Patents");

And whereas the Assignor is obligated to the Lender under a loan agreement dated March 3, 2017 (the "Loan Agreement") and has entered into a security agreement with the Lender dated September 26, 2017, (the "Security Agreement") in order to secure the performance of its obligations under the Loan Agreement;

And whereas under the Security Agreement, the Assignor has granted to the Lender a security interest in and charge upon all of its right, title and interest in the Patents, together with any reissue, continuation or other extension of the Patents, and all proceeds derived from the Patents, including, without limitation, royalties, licence fees, and all rights and claims of action that may exist by reason of the infringement of the Patents, for the full term of the Patents;

Therefore, for good and valuable consideration the receipt and sufficiency of which is acknowledged, the Assignor hereby further assigns and grants to the Lender and its successors and assigns, a security interest in and charge on the Patents to secure the prompt performance of the Obligations of the Borrower under the Loan Agreement and Security Agreement.

The Assignor acknowledges and affirms that the right and remedies of the Lender with respect to the Patents are more fully set out in the Security Agreement, the terms and conditions of which are hereby incorporated into this Assignment by reference as if fully set out in this Assignment.

Signed, Sealed and Delivered by the Assignor to the Lender as of the Date first above written

1824930 ALBERTA LTD.

Per: _____ c/s
[Authorized Officer]

**Exhibit 1
List of Canadian Patents**

Description or Illustration of Trade Mark	Registration Date	Registration Number

**Exhibit 2
List of United States Patents**

Description or Illustration of Patent	Date Issued	Patent Number

Schedule "D"
Assignment of Trade Marks as Security

Date: Sept 26, 2017

To: **Roynat Inc.**
3900 Scotia Centre, 700 – 2nd Street SW, Calgary, AB T2P 2W2

(the "Lender")

From: **1824930 Alberta Ltd.**
27717 Acheson Road, Acheson, AB T7X 6B1

(the "Assignor")

Whereas the Assignor owns the registered and other trade marks in Canada and the United States of America, more particularly described in Exhibits 1 and 2 of this Assignment respectively (the "Trade Marks");

And whereas the Assignor is obligated to the Lender under a loan agreement dated March 3, 2017, (the "Loan Agreement") and has entered into a security agreement with the Lender dated September 26, 2017, (the "Security Agreement") in order to secure the performance of its obligations under the Loan Agreement;

And whereas under the Security Agreement, the Assignor has granted to the Lender a security interest in and charge upon all of its right, title and interest in the Trade Marks, together with any reissue, continuation or other extension of the Trade Marks, and all proceeds derived from the Trade Marks, including, without limitation, royalties, licence fees, and all rights and claims of action that may exist by reason of the infringement of the Trade Marks, together with all goodwill symbolized by the Trade Marks;

Therefore, for good and valuable consideration the receipt and sufficiency of which is acknowledged, the Assignor hereby further assigns and grants to the Lender and its successors and assigns, a security interest in and charge on the Trade Marks to secure the prompt performance of the Obligations of the Borrower under the Loan Agreement and Security Agreement.

The Assignor acknowledges and affirms that the right and remedies of the Lender with respect to the Trade Marks are more fully set out in the Security Agreement, the terms and conditions of which are hereby incorporated into this Assignment by reference as if fully set out in this Assignment.

Signed, Sealed and Delivered by the Assignor to the Lender as of the Date first above written

1824930 ALBERTA LTD.

Per: _____ c/s
[Authorized Officer]

**Exhibit 1
List of Canadian Trade Marks**

Description or Illustration of Trade Mark	Registration Date	Registration Number

**Exhibit 2
List of United States Patents**

Description or Illustration of Patent	Date Issued	Patent Number

Schedule "E"
Special Power of Attorney

Date: September 26, 2017

To: **Roynat Inc.**
3900 Scotia Centre, 700 – 2nd Street SW, Calgary, AB T2P 2W2

(the "Lender")

From: **1824930 Alberta Ltd.**
27717 Acheson Road, Acheson, AB T7X 6B1

(the "Donor")

For value received, the Donor hereby irrevocably appoints the person from time to time holding the office of Managing Director, Risk Management of the Lender, with the full power of substitution and delegation, as the Donor's lawful attorney in accordance with the *Powers of Attorney Act*,

- (a) to execute, deliver and register for and on behalf of the Donor all assignments, transfers, instruments, registrations, recordings, reissues, renewals, continuations, other extensions, certificates and other documents that in the opinion of the Lender are necessary or expedient for the purpose of assigning, selling or otherwise disposing of the whole or any part of the right, title and interest of the Assignor in and to any letters patent or patent applications in Canada, the United States of America or any other jurisdiction,
- (b) to execute, deliver and register for and on behalf of the Donor all assignments, transfers, instruments, registrations, recordings, reissues, renewals, continuations, other extensions, certificates and other documents that in the opinion of the Lender are necessary or expedient for the purpose of assigning, selling or otherwise disposing of the whole or any part of the right, title and interest of the Assignor in and to any Trade Marks (including any goodwill symbolized by or associated with any Trade Mark) in Canada, the United States of America or any other jurisdiction,
- (c) to do anything that the Donor may lawfully do by an attorney that in the opinion of the Attorney is necessary advisable in connection with the foregoing.

The following are terms, conditions and restrictions of this Power of Attorney

- (1) In accordance with the *Powers of Attorney Act*, the Donor declares that this Power of Attorney may be exercised during any subsequent legal incapacity of the Donor.
- (2) This Power of Attorney shall be deemed to be a power coupled with an interest in the subject matter of the Power.
- (3) This Power of Attorney is made under and in accordance with the terms and conditions of a Security Agreement between the Donor and the Lender dated

September 26, 2017 and takes effect solely for the purposes of that Security Agreement, and is in all respects subject to the terms and conditions of the Security Agreement.

(4) This Power of Attorney is irrevocable except with the written consent of the Lender.

SIGNED, SEALED and DELIVERED, as of the Date first above written.

1824930 ALBERTA LTD.


Per: _____ c/s
[Authorized Officer]

Please find enclosed the following:

1. **Form PTO – 1594**: Recordation Cover Sheet
2. **A security agreement** – between 1824930 Alberta Ltd. and Roynat Inc.
3. **Credit card payment form PTO 2038** - for trademark security agreement document recordal fee payment

Thanks,
Nabila Rahman

Nabila Rahman
Administrative Assistant
T 780.448.0600 E nabila@twpatent.ca

 Signature Line

www.thompsonwoodruff.ca

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