

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stageline Group Inc.		02/01/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA		
Street Address:	1002 Sherbrooke Ouest/West		
Internal Address:	Suite 250		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3A 3L5		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3188448	MSR MOBILE STAGE RENTALS	
Registration Number:	1629825	STAGELINE	
CORRESPONDENCE DATA			
Fax Number:	4142974900		
<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:	414-271-2400		
Email:	ipdocketing@foley.com, sfelde@foley.com		
Correspondent Name:	Richard J. McKenna		
Address Line 1:	3000 K Street, N.W. Suite 600		
Address Line 2:	Foley & Lardner LLP		
Address Line 4:	Washington, D.C. 20007-5109		
NAME OF SUBMITTER:	Richard J McKenna		
SIGNATURE:	/R.J. McKenna/		
DATE SIGNED:	02/20/2018		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2018, is made by the entity listed on the signature page hereof (the “Grantor”), in favor of THE BANK OF NOVA SCOTIA (in such capacity, together with its successors and permitted assigns, the “Lender”) and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2018 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and between Groupe Stageline Inc. (a successor by amalgamation of 10601934 Canada Inc.), as borrower (the “Borrower”) and the Lender, the Lender has agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to the Guarantee Agreement dated as of February 1, 2018 in favor of the Lender and the other Secured Parties (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is also party to the Movable Hypothec dated as of February 1, 2018 between the Grantor and the Lender (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make its extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized definitional terms used herein without definition are used as defined in the Security Agreement, the Guarantee Agreement or the Credit Agreement (as applicable).

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Lender for the benefit of the Secured Parties, and grants to the Lender for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Charged Property of the Grantor (the “Trademark Collateral”):

- (a) all of its trademarks and all intellectual property licenses providing for the grant by or to the Grantor of any right under any trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and

recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and intellectual property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES EXCEPT FEDERAL LAWS RELATING TO NATIONAL BANKS.

[SIGNATURE PAGES FOLLOW]

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

STAGELINE GROUP INC., as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NOVA SCOTIA,
as Lender

By: _____

Name:

Title:

TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

TRADEMARK
REEL: 006274 FRAME: 0835

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

STAGELINE GROUP INC., as Grantor


By: _____

Name:

Title:

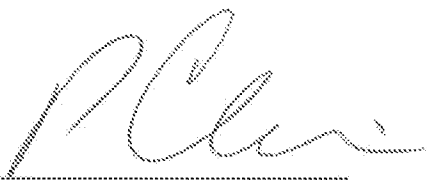
ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NOVA SCOTIA,
as Lender

By:  _____

Name: Martin Côté

Title: Director, National Accounts



Name: Peter Clair
Title: Director and Head, National Accounts

ACKNOWLEDGMENT OF GRANTOR

Province of QUEBEC)
Country of CANADA) ss.

On this 1ST day of FEBRUARY, 2018 before me personally appeared YVAN MIRON; proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Stageline Group Inc., who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said company.



Notary Public

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registration No.	Registration Date	Title	Recorded Owner	Status
3188448	12-26-2006	MSR MOBILE STAGE RENTALS	STAGELINE GROUP INC.	Issued
1629825	01-01-1991	STAGELINE	STAGELINE GROUP INC.	Issued