

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473969

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Astra Capital Incorporated		04/26/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	First Canadian Place, 100 King Street, W		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5314583	NEXATHERM	
Registration Number:	5263200	KINESIK	
Registration Number:	5061777	ALTUS	
Registration Number:	5061776	EON	
Registration Number:	5061775	ELAN	
Registration Number:	4928366	ADVANTAGE	
Registration Number:	3259210	ULTIMATE SOLUTION	
Registration Number:	3779522	ADVANCED TACTILE SYSTEMS	
Registration Number:	3252342	ADVANTAGE TACTILE SYSTEMS	
Registration Number:	2302408	DIAMOND-TEK	
Serial Number:	87623039	AXIAL FASTENERS	
Serial Number:	87052074	KINESIK ENGINEERED PRODUCTS	
Serial Number:	86900318	ADVANTAGE TACTILE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	erin.roberson@wolterskluwer.com		
Correspondent Name:	Erin Roberson		

OP \$340.00 5314583

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Shannon Morris

SIGNATURE: /Shannon Morris/

DATE SIGNED: 05/15/2018

Total Attachments: 6

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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):

Astra Capital Incorporated

- Individual(s)
- Partnership
- Corporation- State: Ontario
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 26, 2018

- 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: Bank of Montreal

Street Address: First Canadian Place, 100 King Street, W

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

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

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

See attached schedule

B. Trademark Registration No.(s)

See attached schedule

Additional sheet(s) attached? Yes No

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

See attached schedule

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

Name: Aird & Berlis LLP

Internal Address: _____

Street Address: Brookfield Place, 181 Bay Street,
Suite 1800

City: Toronto

State: Ontario Zip: M5J 2T9

Phone Number: 416.865.4726

Docket Number: 142426

Email Address: smorris@airdberlis.com

6. Total number of applications and registrations involved:

13

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

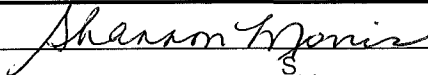
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Shannon Morris

Name of Person Signing

May 14, 2018

Date

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

6

TRADEMARK COLLATERAL AGREEMENT

This 26th day of April, 2018, ASTRA CAPITAL INCORPORATED, a corporation amalgamated under the laws of the Province of Ontario (the "*Debtor*"), with its principal place of business and mailing address at 2213 North Sheridan Way, Mississauga, Ontario L5K 1A3, Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at First Canadian Place, 100 King Street W., 18th Floor, Toronto, Ontario M5X 1A1, Canada, and its successors and assigns (the "*Secured Party*"), and grants to the Secured Party a continuing security interest in and to all of the right, title and interest of the Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as set out in that certain Security Agreement bearing even date herewith among the Debtor, the Secured Party, and the other parties thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Secured Party of any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as the Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark

Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Secured Party.

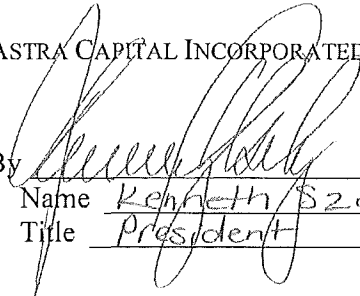
The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York, without regard to conflicts of law provisions (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York). This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ASTRA CAPITAL INCORPORATED

By 
Name Kenneth Szekely
Title President

[Signature Page to Trademark Collateral Agreement (Astra Capital Incorporated)]

TRADEMARK
REEL: 006330 FRAME: 0579

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By 
Name Chris Quart
Title Director



[Signature Page to Trademark Collateral Agreement (Astra Capital Incorporated)]

TRADEMARK
REEL: 006330 FRAME: 0580

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. No.	GRANTED
NEXATHERM	5314583	October 24, 2017
KINESIK	5263200	August 15, 2017
ALTUS	5061777	October 18, 2016
EON	5061776	October 18, 2016
ELAN	5061775	October 18, 2016
ADVANTAGE	4928366	March 29, 2016
ULTIMATE SOLUTION	3259210	July 3, 2007
ADVANCED TACTILE SYSTEMS	3779522	April 20, 2010
ADVANTAGE TACTILE SYSTEMS	3252342	June 12, 2007
DIAMOND-TEK	2302408	December 21, 1999

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL No.	FILED
AXIAL FASTENERS	87623039	September 26, 2017
	87052074	May 27, 2016
	86900318	February 8, 2016