

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CALIFORNIA INNOVATIONS INC.		04/05/2018	Corporation: CANADA
ARCTIC ZONE INC.		04/05/2018	Corporation: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	FWCU CAPITAL CORP.
<b>Street Address:</b>	6470 - 201 Street
<b>City:</b>	Langley, British Columbia
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V2Y 2X4
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3279656	AIRLOK
Registration Number:	2912083	BABY INNOVATIONS
Registration Number:	3606331	BACKSAVER
Registration Number:	3348582	CALIFORNIA INNOVATIONS
Registration Number:	3559696	CI SPORT
Registration Number:	3637410	CI SPORT PLATINUM
Registration Number:	3858856	COOLSLIDE
Registration Number:	3996223	GREATEST PRODUCTS UNDER THE SUN
Registration Number:	2807631	HARDBODY
Registration Number:	4204020	HARDCORE
Registration Number:	3671564	ICECOLD PERFORMANCE BY ARCTIC ZONE
Registration Number:	3542944	LIVE GREEN
Registration Number:	3921511	LIVE IT NOW
Registration Number:	3816715	MUMZ 'N' DADZ
Registration Number:	3827111	MUMZ 'N' DADZ
Registration Number:	4069705	MUNCHSAK
Registration Number:	2912084	SMART
Registration Number:	2935771	SMARTFLEX

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85222410	CALIFORNIA INNOVATIONS
Serial Number:	85100049	COOL BLOCKS
Serial Number:	85100083	COOL BLOCKS
Serial Number:	85047280	MUSCARI
Serial Number:	77790399	SUPERFOAM
Serial Number:	85186291	SWISS GLACIER PACK BY CALIFORNIA INNOVAT
Registration Number:	3756306	THE ORIGINAL COLLAPSIBLE COOLER
Registration Number:	2194987	THERMA-FLECT
Registration Number:	1818985	THERMALWHIZ
Registration Number:	3488011	TRAVELIN' CHEF
Registration Number:	3945282	ULTRA SAFE
Registration Number:	3436096	ULTRA SAFE
Serial Number:	87031317	COLDLOK
Serial Number:	87766133	FULTON BAG CO.
Serial Number:	87766126	FULTON BAG CO.
Registration Number:	5376090	ICE WALLS
Registration Number:	5010616	INTERLOCKERS
Registration Number:	4907335	RHINO ·TECH
Registration Number:	4843717	TITAN DEEP FREEZE
Registration Number:	1772380	ARCTIC ZONE
Registration Number:	2162886	ARCTIC ZONE
Registration Number:	2554917	COOLTECH
Registration Number:	3686504	ECO LOGIC BY ARCTIC ZONE
Registration Number:	2642233	LUNCH BAG PLUS
Registration Number:	5297356	SINCE 1986

**CORRESPONDENCE DATA**

Fax Number: 2063599000

*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.*

Phone: 206-359-8000

Email: pctrademarks@perkinscoie.com

Correspondent Name: Seth H. Reagan

Address Line 1: 1201 Third Avenue, Suite 4900

Address Line 4: Seattle, WASHINGTON 98101

**ATTORNEY DOCKET NUMBER:** 127469-0002

**DOMESTIC REPRESENTATIVE**

Name: Seth H. Reagan, Perkins Coie LLP

Address Line 1: 1201 Third Ave, Suite 4900

<b>Address Line 4:</b> Seattle, WASHINGTON 98101	
<b>NAME OF SUBMITTER:</b>	Seth H. Reagan
<b>SIGNATURE:</b>	/Seth H. Reagan/
<b>DATE SIGNED:</b>	04/13/2018
<b>Total Attachments: 16</b> source=FWCU-California_Innovations-IP_Security_Agreement#page1.tif source=FWCU-California_Innovations-IP_Security_Agreement#page2.tif source=FWCU-California_Innovations-IP_Security_Agreement#page3.tif source=FWCU-California_Innovations-IP_Security_Agreement#page4.tif source=FWCU-California_Innovations-IP_Security_Agreement#page5.tif source=FWCU-California_Innovations-IP_Security_Agreement#page6.tif source=FWCU-California_Innovations-IP_Security_Agreement#page7.tif source=FWCU-California_Innovations-IP_Security_Agreement#page8.tif source=FWCU-California_Innovations-IP_Security_Agreement#page9.tif source=FWCU-California_Innovations-IP_Security_Agreement#page10.tif source=FWCU-California_Innovations-IP_Security_Agreement#page11.tif source=FWCU-California_Innovations-IP_Security_Agreement#page12.tif source=FWCU-California_Innovations-IP_Security_Agreement#page13.tif source=FWCU-California_Innovations-IP_Security_Agreement#page14.tif source=FWCU-California_Innovations-IP_Security_Agreement#page15.tif source=FWCU-California_Innovations-IP_Security_Agreement#page16.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of April 5, 2018, is made by **CALIFORNIA INNOVATIONS INC.**, a corporation under *Business Corporations Act* of Ontario, and **ARCTIC ZONE INC.**, a corporation under *Business Corporations Act* of Ontario (each and collectively, "Grantor"), with an address at 36 Dufflaw Road, Toronto, Ontario, M6A 2W1, in favor of **FWCU CAPITAL CORP.**, a corporation under the Business Corporation Act of British Columbia (BC0941845) and a subsidiary of **FIRST WEST CREDIT UNION** (the "Lender").

### W I T N E S S E T H:

**WHEREAS**, pursuant to that certain Loan Agreement, dated as of even date herewith (the "Loan Agreement"), among Grantor, the other Borrowers party thereto, and the Lender, the Lender is making the Loan to the Grantor upon the terms and subject to the conditions set forth therein.

**WHEREAS**, the Grantor is party to a Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Lender pursuant to which Grantor has granted to the Lender security interests in and Liens on substantially all of Grantor's assets, including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered patents, trademarks and copyrights and all of Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "Registered Intellectual Property"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Security Agreement.

**WHEREAS**, pursuant to the Security Agreement, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of the Lender's Liens in the Registered Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Security Agreement or any Loan Documents, to secure the prompt payment and performance of all Obligations to the Lender, Grantor hereby collaterally assigns, pledges and grants to the Lender a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral");

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with 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 trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) 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; which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are indefeasibly paid in full.

Section 2. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Lender pursuant to the Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interests and Liens in the Intellectual Property 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 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes the Lender to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

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

Section 5. Agreement to Deliver Supplements. Grantor hereby agrees to make a good faith effort to promptly, upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to the Lender in accordance with this paragraph) after the date this Agreement, deliver to the Lender a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to the Lender to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes the Lender to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, Grantor hereby authorizes the Lender, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to the Lender that Schedule 1 sets forth a full, complete and correct list of all United States Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Security Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, the Lender, in addition to all other rights, options, and remedies granted to the Lender under the Security Agreement or any other Loan Document, or otherwise available to the Lender at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the UCC.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to the Lender under the Security Agreement or any other Loan Document, Grantor hereby authorizes the Lender, its successors and assigns, and any officer, employee, attorney or the Lender thereof, as Grantor's true and lawful attorney-in-fact, with the power (i) to

execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which the Lender may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which the Lender may deem necessary or desirable in order for the Lender to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by the Lender, its successors and assigns, and any officer, employee, attorney or the Lender thereof under this power of attorney. Grantor hereby unconditionally ratifies all actions that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with applicable law, the terms hereof and of the Security Agreement and any other Loan Document. This power of attorney is coupled with an interest and is and shall be irrevocable until such time that this Agreement is terminated.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and the Lender, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender.

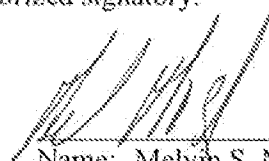
[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**CALIFORNIA INNOVATIONS INC.**, by its authorized signatory:

Per:



Name: Melvin S. Mogil

Title: President

I have the authority to bind the corporation

**ARCTIC ZONE INC.**, by its authorized signatory:

Per:



Name: Melvin S. Mogil

Title: President

I have the authority to bind the corporation

ACCEPTED AND AGREED  
as of the date first above written:

**FWCU CAPITAL CORP.**,  
as the Lender

Per:

Name: David Hastie

Title: Regional Director

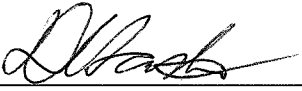
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006345 FRAME: 0158**



ACCEPTED AND AGREED  
as of the date first above written:

**FWCU CAPITAL CORP.,**  
as the Lender

Per:   
Name: David Hastie  
Title: Regional Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006345 FRAME: 0159**

**Schedule 1**  
**to**  
**Intellectual Property Security Agreement**  
**PATENTS, TRADEMARKS, AND COPYRIGHTS**

**(A) Copyrights**

US Copyright – California Innovations Inc.

<b>Title of Copyright</b>	<b>Registration Number</b>	<b>Date of Registration</b>
California Innovations Rising Sun Logo	VA0001808426	2012-03-26

**(B) Patents**

U.S. Patents - California Innovations Inc.

<b>Title of Patent</b>	<b>Application Number</b>
Container (Golfball Sportspack Container) US Design Pat D453,625S (App 29/132,611)	D453,625S
Container US Design Pat D446,937S (App 29/105,733)	D446,937S
Container US Design Pat D452,075 (App 29/126,817)	D452,075
Container with Insulated Enclosure US Pat App 09/684,783 - Part 1 (Reel/Frame No. 011207/0786)	09/684,783
Container with Insulated Enclosure US Pat App 09/684,783 - Part 2	09/684,783
Divided & Double Cooler US Pat 6,234,677 (App 09/323,202) - Part 1	6234677
Divided & Double Cooler US Pat 6,234,677 (App 09/323,202) - Part 2	6234677
Divided & Double Cooler US Pat 6,234,677 (App 09/323,202) - Part 3	6234677
Double Cooler US Pat Re: 6,821,019 App No. 09/859,451	6821019
Drink Pockets US Pat 6,116,045 (App 09/264,541) - Part 1	6116045
Drink Pockets US Pat No. 5,924,303 (App No. 09/036,566)	5924303

Drink Pockets US Pat No. 6,067,816 (App No. 09/264,075)	6067816
Drink Pockets US Pat No. 6,363,739 (App no. 09/629,284)	6363739
Drink Pockets US Pat No. 6,481,239 (App No. 10/023,325)	6481239
Expansion Pocket US Pat Reg 8,043,004 (App No.11/443,631 - Reel/Frame No. 018419/0073) aka container with expandable portion	8043004
Golf Pack US Design Pat No. D419,770 (App No. 29/091,164)	419770
Hardbody Double US Pat App No. 10/606,125	10/606,125
Hydration Wrap US Design Pat No. D421,366	D421,366
Hydration Wrap US Patent No. 6,073,796	6073796
Liner US Pat No. 6,238,091 (App No. 09/199,287) aka seamless #3	6238091
Lunch Bucket Design Pat Reg D435,342 (App 29/113,102)	435342
Lunch Bucket Design Registration No. D435,968 (App No. 29/113,661)	435968
Lunch Bucket Design Registration No. D436,442 (App No. 29/113,660)	436442
Lunch Bucket US Pat 6,247,328 (App 09/453,502) - Part 1 aka Divided Insulated Container	6247328
Lunch Bucket US Pat 6,247,328 (App 09/453,502) - Part 2 aka Divided Insulated Container	6247328
Lunch Bucket US Pat 6,247,328 (App 09/453,502) - Part 3 aka Divided Insulated Container	6247328
Sleeved Cooler US Design Pat D408,225 (App No. 29/086,437)	408225
Pack Structure	6237776
Pack Structure	6513661
Golf Pack; Pack Structure	6092661
Divided Insulated Container	6234677
Divided Insulated Container	10/642211
Foldable Insulated Bag; Freezer Tote	620707
Foldable Container with Liner	10/454515
Insulated Container and Liner	6238091
Insulated Container and Liner	6582124

Pack Assembly	6439389
Container with Cover (Zipperless #1)	7162890
Container with Reinforced and Collapsible Portions	10/606125
Container with Cover and Closure Member (Zipperless #2)	7841207
Foldable Insulated Bag	
Freezer Tote aka Foldable Insulated Bag	7682080
Container with Cover and Closure Member	12-619410
Insulated Bag with Lifting Apparatus	627199
Container with Cover	7988006
Insulated Bag with Lifting Apparatus (aka Freezer Tote w/pizza handle)-a Division of 627,199 which is a Division of 7,597,478	635828
Container with Cover and Closure Member (Zipperless #2)	12/956861
Insulated Bag with Lifting Apparatus; (aka Freezer Tote)	657632
Insulated Bag with Lifting Apparatus	7597478
Container with Expandable Portion	13/279780
Container with Expandable Portion	8043004
Reeling Apparatus	11/748917
Container with Cover and Closure Reinforcement (Zipperless #3)	8061159
Insulated Container with Asymmetric Lifting Arrangement	13/488943
Insulated Container with Asymmetric Lifting Arrangement	8191747
Container with Thermal Storage Member (Coolslide) U.S.	12/241213
Soft Sided Insulated Container with Thermal Storage Member Socket aka Coolslide	8096442
Container with Cover (Zipperless #6)	7757878
Container with Cover and Closure Member (Zipperless #4)	7669436
Expandable Thermally Insulated Container	13/618092
Cooler with Table Top	13/532182
Expandable Container Design	29/432402
Insulated container with work surface	15/209216
Soft-sided insulated container with lid fitting	14/955790
Insulated container with work surface	14/312108

SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

127469-0002/139108249.2

**TRADEMARK**  
**REEL: 006345 FRAME: 0162**

Soft-sided insulated container with inflatable wall structure	13/782489
Container with expandable portion	13/736647
Container with cover	13/176308
Soft-sided insulated container with lid fitting	15/804795
Insulated container with thermal storage liner	15/148649
Insulated container assembly with thermal storage accommodation	15/091189
Soft-sided insulated container with work surface	14/793063
Lunch box with working surface	14/732181
Soft-sided insulated container with inflatable wall structure	15/203395

U.S. Patents Arctic Zone Inc.

<b>Title of Patent</b>	<b>Application Number</b>
Flexible Cooler with Removable Insert	5403095
Flexible Cooler	D371051
Flexible Cooler	D371052
Flexible Cooler	D371724
Flexible Cooler	D373514
Flexible Cooler	D373515
Backpack Cooler	D375403
Flexible Cooler	D381871
Lunch Bag Cooler	D383360
Cooler Chest	D387626
Collapsed Cooler	D381121
Flexible Cooler	D398191
Backpack	D409376

**(C) Trademarks**

U.S. Trademarks - California Innovations Inc.

<b>Name of Trademark</b>	<b>Application / Registration Number</b>
AIRLOK	Registered 3279656
BABY INNOVATIONS	Registered 2912083
BACKSAVER	Registered 3606331
CALIFORNIA INNOVATIONS	Registered 3348582
CALIFORNIA INNOVATIONS AND DESIGN	Pending – Suspended 85222410
CI SPORT AND DESIGN	Registered 3559696
CI SPORT PLATINUM AND DESIGN	Registered 3637410
COOL BLOCKS	Pending – Suspended 85100049
COOL BLOCKS AND DESIGN	Pending – Suspended 85100083
COOLSLIDE	Registered 3858856
GREATEST PRODUCTS UNDER THE SUN	Registered 3996223
HARDBODY	Registered 2807631
HARDCORE	Registered 4204020
ICECOLD PERFORMANCE BY ARCTIC ZONE AND DESIGN	Registered 3671564
LIVE GREEN AND DESIGN	Registered 3542944
LIVE IT NOW	Registered 3921511
MUMZ 'N' DADZ	Registered 3816715
MUMZ 'N' DADZ AND DESIGN	Registered 3827111
MUNCHSAK	Registered 4069705
MUSCARI	Pending – Suspended 85047280
SMART	Registered 2912084
SMARTFLEX	Registered 2935771
SUPERFOAM	Pending – Suspended 77790399

SWISS GLACIER PACK BY CALIFORNIA INNOVATIONS AND DESIGN	Pending 85186291
THE ORIGINAL COLLAPSIBLE COOLER	Registered 3756306
THERMA-FLECT	Renewed 2194987
THERMALWHIZ	Renewed 1818985
TRAVELIN' CHEF	Registered 3488011
ULTRA SAFE	Registered 3945282
ULTRA SAFE AND DESIGN	Registered 3436096
COLDLOK	Pending -87/031317
FULTON BAG CO. AND DESIGN	Pending - 87/766133
FULTON BAG CO.	Pending - 87/766126
ICE WALLS	Registered 5376090
INTERLOCKERS (Stylized)	Registered 5010616
RHINO · TECH (Stylized)	Registered 4907335
TITAN DEEP FREEZE	Registered 4843717

U.S. Trademarks – Arctic Zone Inc.

<b>Name of Trademark</b>	<b>Application / Registration Number</b>
ARCTIC ZONE	Renewed 1772380
ARCTIC ZONE	Renewed 2162886
COOLTECH	Registered 2554917
ECO LOGIC BY ARCTIC ZONE AND DESIGN	Registered 3686504
LUNCH BAG PLUS	Registered 2642233
SINCE 1986 AND DESIGN	Registered 5297356

**EXHIBIT A**

**SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") is made as of this \_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ ("Grantor"), with an address at \_\_\_\_\_, in favor of **FWCU CAPITAL CORP.**, a corporation under the Business Corporation Act of British Columbia (BC0941845) and a subsidiary of **FIRST WEST CREDIT UNION** (the "Lender").

**W I T N E S E T H**

WHEREAS, Grantor and the Lender are parties to a certain Intellectual Property Security Agreement dated as of \_\_\_\_\_, 2018 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor has assigned, pledged and granted to the Lender a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to the Lender a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Security Agreement or any other Loan Document, to secure the prompt payment and performance of all Obligations to the Lender, Grantor hereby collaterally assigns, pledges and grants to the Lender a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);



(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes the Lender to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to the Lender that Schedule I hereto sets forth a full, complete and correct list of all United States Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

[Signatures on Following Page]  
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

**GRANTOR:**

\_\_\_\_\_, by its authorized  
signatory(ies):

Per: \_\_\_\_\_  
Name:  
Title:  
I have the authority to bind the corporation

ACCEPTED AND AGREED  
as of the date first above written:

**FWCU CAPITAL CORP.,**  
as the Lender

Per: \_\_\_\_\_  
Authorized Signatory

[Signature Page to IP Security Agreement – Supplement Date \_\_\_\_\_ ]

**SCHEDULE I TO SUPPLEMENT TO INTELLECUAL PROPERTY SECURITY  
AGREEMENT DATED \_\_\_\_\_**