

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477912

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|---|---------------------------------|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SUTRO CONNECT INC. | | 06/13/2018 | Corporation: BRITISH COLUMBIA |
| RECEIVING PARTY DATA | | | |
| Name: | 1164044 B.C. LTD. | | |
| Street Address: | 185 GOLDEN DR., SUITE 100 | | |
| City: | COQUITLAM, BRITISH COLUMBIA | | |
| State/Country: | CANADA | | |
| Postal Code: | V3K 6T1 | | |
| Entity Type: | Corporation: BRITISH COLUMBIA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5034320 | SUTRO | |
| Registration Number: | 5191833 | SUTRO | |
| Registration Number: | 5034318 | SUTRO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6098961469 | | |
| <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: | 6098963600 | | |
| Email: | ipdocket@foxrothschild.com | | |
| Correspondent Name: | FOX ROTHSCHILD LLP | | |
| Address Line 1: | 997 LENOX DRIVE | | |
| Address Line 4: | LAWRENCEVILLE, NEW JERSEY 08648 | | |
| ATTORNEY DOCKET NUMBER: | 177301.00001 | | |
| NAME OF SUBMITTER: | Carol Donahue | | |
| SIGNATURE: | /Carol Donahue/ | | |
| DATE SIGNED: | 06/13/2018 | | |
| Total Attachments: 4 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT dated June 13, 2018, is made by **SUTRO CONNECT INC.**, a corporation governed by the laws of British Columbia, having its records office at 2500 - 700 W Georgia Street, Vancouver, British Columbia, V7Y 1B3 (the "Grantor"), in favor of **1164044 B.C. LTD.**, a corporation governed by the laws of British Columbia, having its head office at 185 Golden Dr., suite 100, Coquitlam, British Columbia, V3K 6T1 (the "Lender").

WHEREAS, Grantor and Lender have entered into that certain Credit Agreement, dated as of June 11, 2018 ("Credit Agreement") and that certain General Security Agreement dated as of June 11, 2018 ("GSA").

WHEREAS, under the terms of the Credit Agreement and/or the GSA, Grantor has agreed to grant a security interest in, among other property, certain intellectual property of Grantor to the Lender, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to Lender a security interest in and to all of such Grantor's right, title and interest and to the following (the "Collateral"):

a. all inventions, know-how, discoveries and ideas, whether patentable or not in any jurisdiction, patents and applications for patents (including, without limitation, provisional applications, utility applications, design applications, divisionals, continuations, continuations-in-part, and re-examinations), and any renewals, extensions or reissues thereof, in any jurisdiction, and any domestic or foreign patents or patent applications claiming priority to any of the above or to which any of the above claim priority, together with all rights associated with any of the above that are owned by Grantor or to which Grantor has a right to own, including but not limited to the patents and patent applications set forth in Schedule A hereto (the "Patents");

b. means all trademarks, service marks, brand names, logos, certification marks, trade dress, assumed names, trade names, corporate names, and other indications of origin, whether registered or unregistered, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification of or renewal of any such registration or application, that are owned by Grantor or to which Grantor has a right to own, including but not limited to the trademark and service mark registrations and applications, common law marks, trade names and domain names set forth in Schedule B hereto, together with all translations, adaptations, derivations, combinations, renewals and extensions thereof (the "Trademarks");

c. all copyright and mask work rights, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same, including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works of authorship, including any software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), internet websites and the content thereof together with all rights associated with any of the foregoing that are owned by Grantor or to which Grantor has a right to own, including but not limited to the registered and material unregistered copyrights set forth in Schedule C hereto, together with all renewals and extensions thereof (the “Copyrights”);

d. all licenses to any Patents, Trademarks or Copyrights (the “Licenses”), and all income, royalties, and payments now or hereafter due and/or payable with respect to any Patent, Trademark, Copyright and/or License; and

e. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks, and Copyrights with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this Intellectual Property Security Agreement secures the payment of all money and liabilities owed or incurred by Grantor now or hereafter existing under or in respect of the Credit Agreement and/or the GSA, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, including, without limitation the Obligations (as such term is defined in the Credit Agreement).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, Register of Copyrights, and any other applicable government officer record this Intellectual Property Security Agreement.

Section 4. Execution of Counterparts. This Intellectual Property Security Agreement may be executed in any number of 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.

Section 5. Grants, Rights and Remedies. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the GSA. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Credit Agreement and/or the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

Section 6. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California, without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SUTRO CONNECT INC.

By: _____

Name: Pierre Goudreault, authorized representative

1164044 B.C. LTD.

By: _____

Name: Pierre Goudreault, authorized representative

SCHEDULE B

TRADEMARKS

Registered marks:

| Trademark | Country | Serial No. Filing Date | Reg. No. Reg. Date | Status |
|--|---------|----------------------------|---------------------------|--------|
| SUTRO | U.S. | 86/629,747 / 05/14/2015 | 5,034,320 / 09/06/2016 | Active |
| <p>G/S - Providing a website featuring technology that enables users to access, monitor, and receive information concerning the status of water chemistry and activity of their swimming pools, spas or other recreational bodies of water and to buy devices, chemicals, chemical products, and chemical preparations for the testing, treatment and maintenance of water, namely, swimming pools, spas and other recreational bodies of water; Providing scientific information in the field of water chemistry, namely, the testing, treatment and maintenance of swimming pools, spas and other recreational bodies of water; Software as a service (SAAS) services featuring software for converting water data from a self-contained smart device to electronic media; Water meter reading and data analysis.</p> <p>International Class – 042 U.S. Class – 100, 101</p> | | | | |
| SUTRO | U.S. | 86/631,846 / 05/15/2015 | 5,191,833 / 04/25/2017 | Active |
| <p>G/S - Self-contained smart devices used for the testing, treatment and maintenance of swimming pools, spas or other recreational bodies of water; Downloadable mobile application that converts water data from a self-contained smart device to electronic media; Downloadable mobile application for allowing users to access, monitor, and receive information concerning the status of water chemistry and activity in swimming pools, spas and other recreational bodies of water; Downloadable mobile application for selling water chemical products and water chemical preparations.</p> <p>International Class – 009 U.S. Class - 021, 023, 026, 036, 038</p> | | | | |
| SUTRO | U.S. | 86/628,900 / 05/13/2015 | 5,034,318 / 09/06/2016 | Active |
| <p>G/S - Chemical analysis kit for testing swimming pool water; Chemicals for use in purification of water; Chlorine for the testing, treatment, and maintenance of water, namely, swimming pools, spas or other recreational bodies of water; Reagent bearing test strips for testing swimming pool water; Water purifying chemicals for swimming pools; Water treatment chemicals for use in swimming pools and spas.</p> <p>International Class – 001 U.S. Class – 001, 005, 006, 010, 026, 046</p> | | | | |