

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pliteq Inc.		05/31/2018	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street, 4th Floor
Internal Address:	North Tower, Royal Bank Plaza
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87799524	PLITEQ TREAD
Serial Number:	86406321	MAGIQLOCK
Registration Number:	4133533	GENIEMAT
Registration Number:	4711782	PLITEQ
Registration Number:	4652753	PLITEQ
Registration Number:	3927263	GENIECLIP
Registration Number:	3915439	IT'S NOT MAGIC, IT'S ENGINEERING.
Serial Number:	87717970	
Serial Number:	87717990	
Serial Number:	87195581	

CORRESPONDENCE DATA

Fax Number: 4168680673

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: 416-601-7765

Email: bbell@mccarthy.ca

Correspondent Name: Bethanne Bell, McCarthy Tétrault LLP

Address Line 1: Suite 5300, TD Bank Tower

Address Line 2: Box 48, 66 Wellington Street West

TRADEMARK

Address Line 4: Toronto, ON, CANADA M5K 1E6

NAME OF SUBMITTER: Bethanne Bell

SIGNATURE: /Bethanne Bell/

DATE SIGNED: 07/04/2018

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of May 31, 2018, is made by PLITEQ INC., a corporation existing under the laws of the Province of Ontario (together with its successors and permitted assigns, the “**Grantor**”), in favour of ROYAL BANK OF CANADA as Lender (as defined below).

WHEREAS pursuant to a credit agreement and a subordinate credit agreement, each made as of May 31, 2018 and each, among the Grantor, as borrower, and Royal Bank of Canada, as lender (the “**Lender**”) (as each may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreements**”) the Lender has required the Grantor, inter alia, to enter into this IP Security Agreement as well as reaffirm its obligations pursuant to a General Security Agreement dated as of March 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”), with the Lender. Terms defined in the Credit Agreements and not otherwise defined herein have the meanings specified in the Credit Agreements.

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the “**Collateral**”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- (d) all industrial designs and industrial design registrations set forth in Schedule D hereto (the “**Industrial Designs**”);
- (e) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, as applicable, all rights in

the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(f) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(g) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the due and timely payment and performance by the Grantor of all Obligations under each of the Credit Agreements.

SECTION 3. Representations, Warranties and Covenants.

(a) A true and complete listing of all Patents, Trademarks, Copyrights and Industrial Designs owned or controlled by the Grantor or licensed to the Grantor is set forth respectively, on Schedules A, B, C and D hereto.

(b) The Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any Encumbrances, other than Permitted Encumbrances.

(c) The Grantor shall not create, incur, assume or permit to exist any Encumbrance upon any of the Collateral except in favour of the Lender.

(d) The Grantor shall not Dispose of all or any part of the Collateral, whether now owned or hereafter acquired, or grant any licenses in respect of the Collateral other than to the Parent or Pliteq International.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor hereby acknowledges and confirms 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 GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 5. Recordation. The Grantor authorizes and requests that the Canadian Intellectual Property Office and any other applicable government office record this IP Security Agreement.


SECTION 6. Execution in Counterparts. This IP 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 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

[Signature Page Follows]

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

PLITEQ INC.

By: 
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ACCEPTED and ACKNOWLEDGED by:
ROYAL BANK OF CANADA**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

PLITEQ INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:
ROYAL BANK OF CANADA

By: _____
Name: *Patrick Teunin*
Title: *Managing Director*

By: _____
Name: *MARK DASILVA*
Title: *VICE PRESIDENT*

Schedule A
to
Intellectual Property Security Agreement

PATENTS


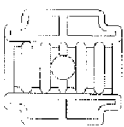

Patents (Worldwide)

	Patent Title	Country and Patent / App. No.
1.	Ceiling Isolation Hanger And Floating Ceiling Construction Employing Same	Canada App. No. 2,980,628
		US App. Serial No. 62/402,410
2.	Shock Absorbing Mat/Tile And Floor Covering Employing The Same	PCT App. No. PCT/CA2017/051104
		Canada App. No. 2,979,643
		US App. Serial No. 15/708,226
3.	Sound Control Underlayment And Floor Construction Incorporating The Same	PCT App. No. PCT/CA2017/051139
		Canada App. No. 2,980,564
		US App. Serial No. 15/718,334
4.	Impact Damping Mat, Equipment Accessory And Flooring System	Australia App. No. 2015264791
		Canada App. No. 2,914,212
		US App. Serial No. 14/954,185

Schedule B
to
Intellectual Property Security Agreement




TRADEMARKS

Trademarks (Canada)

	Trademark	Reg. / App. No.
1	GENIEMAT	Reg. No. TMA812071
2	PLITEQ	Reg. No. TMA781344
3	GenieClip	Reg. No. TMA756940
4	It's not magic, it's engineering.	Reg. No. TMA756941
5	TREAD	App. No. 1,855,416
6	Circles Design 	App. No. 1,846,510
7	Irregular Square Design 	App. No. 1,846,514
8	Clip Design 	App. No. 1,770,313

Trademarks (United States)

	Trademark	Reg. / App. No.
1	PLITEQ TREAD	App. No. 87/799,524
2	MAGIQLOCK	App. No. 86/406,321
3	GENIEMAT	Reg. No. 4,133,533
4	PLITEQ	Reg. No. 4,711,782
5	PLITEQ	Reg. No. 4,652,753

	Trademark	Reg. / App. No.
6	GENIECLIP	Reg. No. 3,927,263
7	IT'S NOT MAGIC, IT'S ENGINEERING.	Reg. No. 3,915,439
8		App. No. 87/717,970
9		App. No. 87/717,990
10		App. No. 87/195,581

Trademarks (Europe)

	Trademark	Reg. No.
1	GENIEMAT	Reg. No. 8501918
2	GENIECLIP	Reg. No. 7592892

Trademarks (United Kingdom)

	Trademark	Reg. No.
<u>1</u>	GENIEMAT	Reg. No. UK 00003246778
2	GENIECLIP	Reg. No. UK 00003246779

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

Nil.

Schedule D
to
Intellectual Property Security Agreement

INDUSTRIAL DESIGNS

	Industrial Design Title	Country and Reg. No.
I.	TILE	Canada Reg. No. 170779
II.	TILE	Canada Reg. No. 170800
III.	TILE	Canada Reg. No. 170801
IV.	TILE	Canada Reg. No. 173922
V.	TILE	Australia Reg. No. 2017011888
VI.	TILES	OHIM Reg. Nos. 003829712-0001-0004