

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GLOBAL INDUSTRIES, INC.		11/14/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	CPS-5th Floor West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0887457	CIRCU FLOW	
Registration Number:	1443682	GRAIN PUMP	
Registration Number:	0795123	NECO	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	416-865-7697		
Email:	jkkim@torys.com		
Correspondent Name:	Julie Kim		
Address Line 1:	Torys LLP		
Address Line 2:	79 Wellington Street West, 30th Floor		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Julie Kim		
SIGNATURE:	/Julie Kim/		
DATE SIGNED:	11/20/2018		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 14, 2018, by GLOBAL INDUSTRIES, INC. ("Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as collateral agent for the Secured Parties under the Intercreditor Agreement (the "Agent"). All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement referred to below.

WITNESSETH

WHEREAS, Grantor owns the Patents (as hereinafter defined) as listed on Schedule 1 annexed hereto;

WHEREAS, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc., as borrowers (the "Borrowers"), the financial institutions and other parties thereto from time to time, as lenders, Canadian Imperial Bank of Commerce, as Canadian Agent and U.S. Agent, are *inter alios* party to a credit agreement dated as of November 14, 2018 (as amended, restated, supplemented, or otherwise modified or replaced from time to time, the "Credit Agreement");

WHEREAS, the Borrowers and Hansen Manufacturing Corp. ("Hansen"), as co-obligors, are inter alios party to the Third Amended and Restated Note Purchase and Private Shelf Agreement dated as of November 14, 2018 (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Note Agreement");

WHEREAS, pursuant to the terms of a U.S. Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified or replaced from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all Grantor's Patents whether presently existing or hereafter arising or acquired, and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment of all amounts owing under the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Secured Party of the Secured Liabilities, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Secured Party, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(a) each United States or foreign patent now held or hereafter acquired by Grantor, including any registration or application for registration of any patents now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country (each a "Patent" and collectively, the "Patents"), including, without limitation, each Patent referred to in Schedule 1 annexed hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent including, without limitation, any Patent referred to in Schedule 1 annexed hereto.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent 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. In the event of any conflict between the terms of this Patent Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

* * *

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

GLOBAL INDUSTRIES, INC.

By: _____

Name: Steve Summerfeld

Title: Secretary

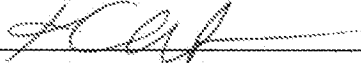
[Signature Page to Patent Security Agreement (Global)]

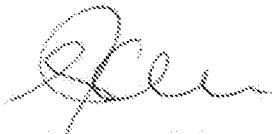
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Acknowledged:

**CANADIAN IMPERIAL BANK OF
COMMERCE,**
as Agent

By: _____


Name: **Kevin Charko**
Title: **Executive Director**



Emma Johnson
Director

[Signature Page to Patent Security Agreement (Global)]

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REEL: 006486 FRAME: 0054

SCHEDULE 1
PATENTS

Publication Number	Country	Title	Status	Application Date	Publication Date	Assignee
US20120237322	U.S.	Active choking funnel for a grain spreader	Granted	2011-03-15	2012-09-20	Global Industries, Inc.