

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503242

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEWAGE PRODUCTS INC.		12/18/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA		
Street Address:	200 BAY STREET		
Internal Address:	7TH FLOOR, NORTH TOWER		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5J2W7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5596273	BOLD SERIES	
Serial Number:	87186825	NEWAGE	
Registration Number:	5410152	NEWAGE PRODUCTS INC.	
Serial Number:	87186778	PERFORMANCE DIAMOND	
Registration Number:	5199988	PERFORMANCE PLUS	
Registration Number:	5199987	PERFORMANCE	
Registration Number:	5195764	VERSARAC	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9737364600		
Email:	trademarks@lawfirm.ms		
Correspondent Name:	JOEL G. MACMULL ESQ.		
Address Line 1:	3 BECKER FARM ROAD		
Address Line 2:	SUITE 105		
Address Line 4:	ROSELAND, NEW JERSEY 07068		
NAME OF SUBMITTER:	JOEL G. MACMULL, ESQ.		
SIGNATURE:	/JOEL G. MACMULL/		

OP \$190.00 5596273

DATE SIGNED:	12/21/2018
---------------------	------------

Total Attachments: 12

- source=RBC SECURITY AGREEMENT#page1.tif
- source=RBC SECURITY AGREEMENT#page2.tif
- source=RBC SECURITY AGREEMENT#page3.tif
- source=RBC SECURITY AGREEMENT#page4.tif
- source=RBC SECURITY AGREEMENT#page5.tif
- source=RBC SECURITY AGREEMENT#page6.tif
- source=RBC SECURITY AGREEMENT#page7.tif
- source=RBC SECURITY AGREEMENT#page8.tif
- source=RBC SECURITY AGREEMENT#page9.tif
- source=RBC SECURITY AGREEMENT#page10.tif
- source=RBC SECURITY AGREEMENT#page11.tif
- source=RBC SECURITY AGREEMENT#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of December 18, 2018, is made by and between NEWAGE PRODUCTS INC., a Canadian corporation (the "**Borrower**" or "**Grantor**") in favor of ROYAL BANK OF CANADA (the "**Lender**").

WHEREAS, the Borrower and Lender have entered into a credit agreement dated as of October 15, 2015, as amended by letter agreements dated January 25, 2016, February 12, 2016, April 5, 2016, April 12, 2017, June 16, 2017, August 3, 2017, March 26, 2018, June 22, 2018, October 31, 2018, November 8, 2018 and November 28, 2018 (collectively, the "**Credit Agreement**").

WHEREAS, as security for the loans by the Secured Party under the Credit Agreement, Grantor executed and delivered to the Lender that certain Security Agreement dated March 21, 2012, made by the Borrower in favor of Lender (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

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

1. Grant of Security. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

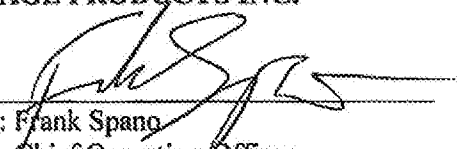
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, 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.

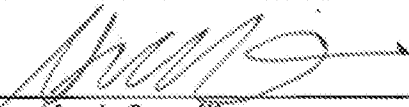
NEWAGE PRODUCTS INC.

By: 
Name: Frank Spang
Title: Chief Operating Officer

Address for Notices:
201 Chrislea Rd.
Woodbridge, Ontario L4L 8N6
Canada

AGREED TO AND ACCEPTED:

ROYAL BANK OF CANADA

By: 
Name: Alessia Scanzillo
Title: Vice President

Address for Notices:
200 Bay Street
7th Floor, North Tower
Toronto, Ontario M5J 2W7
Canada

SCHEDULE 1

PATENTS

Title	Case Type	Application No.	Filing Date	Patent No.	Patent Date	Status
Vehicle Mounted Lift Assembly	Utility	12/423634	14-Apr-2009	9098160	04-Aug-2015	Granted
Cabinet	Design	29/459410	28-Jun-2013	D737603	01-Sep-2015	Granted
Cabinet	Design	29/491497	21-May-2014	D817045	08-May-2018	Granted
Cabinet	Design	29/492162	29-May-2014	D760518	05-Jul-2016	Granted
Workbench	Design	29/518424	24-Feb-2015	D756693	24-May-2016	Granted
Overhead Rack	Design	29/522286	30-Mar-2015	D781063	14-Mar-2017	Granted

Storage Apparatus	Utility	14/698540	28-Apr-2015	9629455	25-Apr-2017	Granted
Modular Wine Bar	Design	29/545554	13-Nov-2015	D801728	07-Nov-2017	Granted
Mobile Bar Cart	Design	29/546959	30-Nov-2015	D817583	08-May-2018	Granted
Cart	Design	29/551859	18-Jan-2016	D780397	28-Feb-2017	Granted
Modular Kitchen	Design	29/551930	19-Jan-2016	D793772	08-Aug-2017	Granted
Modular Cabinet System	Design	29/551920	19-Jan-2016	D807085	09-Jan-2018	Granted
Cabinet Assembly Having A Releasable Support Foot	Utility	15/142631	29-Apr-2016	9936809	10-Apr-2018	Granted
Support Tray For Worktop	Design	29/586826	07-Dec-2016			Pending

Cabinet	Design	29/590670	12-Jan-2017	D795617	29-Aug-2017	Granted
Cabinet	Design	29/590680	12-Jan-2017	D795618	29-Aug-2017	Granted
Cabinet	Design	29/590691	12-Jan-2017	D796238	05-Sep-2017	Granted
Cabinet	Design	29/591210	18-Jan-2017	D830740	16-Oct-2018	Granted
Modular Kitchen (three Drawer Cabinet)	Design	29/605010	23-May-2017			Pending
Modular Kitchen (bar Cabinet)	Design	29/605031	23-May-2017			Pending
Modular Kitchen (sink Cabinet)	Design	29/605033	23-May-2017			Pending
Modular Kitchen	Design	29/605035	23-May-2017			Pending



Modular Kitchen (45-degree Corner Cabinet)	Design	29/605042	23-May-2017			Pending
Modular Kitchen (90-degree Corner Cabinet)	Design	29/605052	23-May-2017			Pending
Modular Cabinet System (one-door Locker Cabinet)	Design	29/623670	26-Oct-2017			Pending
Modular Cabinet System (drawer Cabinet)	Design	29/623672	26-Oct-2017			Pending
Modular Cabinet System (upper Cabinet)	Design	29/623673	26-Oct-2017			Pending
Modular Cabinet System (corner Cabinet)	Design	29/623674	26-Oct-2017			Pending
Modular Cabinet System (base Cabinet)	Design	29/623677	26-Oct-2017			Pending
Cabinet	Utility	15/813572	15-Nov-2017			Pending

Cabinet (sink Cabinet)	Design	29/626132	15-Nov-2017			Pending
Cabinet (barbecue Cabinets)	Design	29/626139	15-Nov-2017			Pending
Cabinet (wall Cabinet)	Design	29/626143	15-Nov-2017			Pending
Cabinet (single Door Cabinets)	Design	29/626144	15-Nov-2017			Pending
Cabinet (cabinets With At Least One Drawer)	Design	29/626148	15-Nov-2017			Pending
Grill	Design	29/626150	15-Nov-2017			Pending
Cabinet Assembly Having An Adjustment Mechanism	Utility	15/952963	13-Apr-2018			Pending
Cabinet Assembly	Utility	15/952902	13-Apr-2018			Pending

Spacer Assembly	Utility	15/953035	13-Apr-2018			Pending
Storage Apparatus	Utility	16/124777	07-Sep-2018			Pending
Outdoor Room Assembled From A Kit	Utility	16/184016	08-Nov-2018			Pending

SCHEDULE 2

TRADEMARKS

NAME		STATUS	REG. NO./SERIAL NO.
BOLD SERIES		Registered	5596273
NEWAGE logo		Published	87186825
NEWAGE PRODUCTS		Published	87186807
NEWAGE PRODUCTS INC. logo		Registered	5410152
PERFORMANCE DIAMOND		Published	87186778
PERFORMANCE PLUS		Registered	5199988
PERFORMANCE		Registered	5199987
VERSARAC		Registered	5195764

Handwritten mark

SCHEDULE 3
COPYRIGHTS

Copyright Registrations

None

Copyright Applications

None

Exclusively Licensed Copyright Registrations

None

Exclusively Licensed Copyright Applications

None

