

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surain Industries, Inc.		01/14/2019	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Van Wasteco Inc.		
<b>Street Address:</b>	Unit 103 - 917 Cliveden Avenue		
<b>City:</b>	Delta		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V3M 5R6		
<b>Entity Type:</b>	Corporation: BRITISH COLUMBIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4142388	REARTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032480130		
<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>			
<b>Phone:</b>	503-227-1111		
<b>Email:</b>	mdolan@sussmanshank.com		
<b>Correspondent Name:</b>	Victor J. Roehm		
<b>Address Line 1:</b>	1000 SW Broadway, Suite 1400		
<b>Address Line 4:</b>	Portland, OREGON 97205		
<b>NAME OF SUBMITTER:</b>	Victor J. Roehm		
<b>SIGNATURE:</b>	/Victor J. Roehm/		
<b>DATE SIGNED:</b>	01/14/2019		
<b>Total Attachments: 6</b>			
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OP \$40.00 4142388

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated January 14, 2019 is made by and between SURAIN INDUSTRIES, INC., A WASHINGTON CORPORATION, with an address of 1615 Puyallup St., Sumner, Washington 98390 ("Debtor"), and VAN WASTEKO INC., a British Columbian corporation ("Lender"), with an address of Attn: Antoine Moucachen, Unit 103 – 917 Cliveden Avenue, Delta, BC V3M 5R6. Jan 17, 2019

WHEREAS, Debtor and Lender have entered into that certain Security Agreement dated as of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Debtor has granted to Lender a security interest in the Additional Collateral (as defined in Section 1 below) of Debtor and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office ("USPTO"), the United States Copyright Office ("USCO") or other U.S. governmental authorities.

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

Section 1. Grant of Security. Debtor hereby grants to Lender a security interest in all of Debtor's right, title and interest in and to the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by Debtor, wherever located, and whether now or hereafter existing or arising, except to the extent any applicable law, regulation, agreement with a domain name registrar or other contractual arrangement prohibits the creation of a security interest therein or would otherwise invalidate Debtor's right, title or interest therein (the "Additional Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(iv) 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 Debtor accruing thereunder or pertaining thereto;

(v) 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

(vi) 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 Additional Collateral by Debtor under this IP Security Agreement secures the payment and performance of all (a) all present and future Indebtedness of Debtor to Lender including without limitation all promissory notes or related documents (together, the "Loan Documents") executed by Debtor in favor of Lender; (b) all obligations of Debtor and rights of Lender under this Agreement or any of the Loan Documents; and (c) all present and future obligations of Debtor to Lender of other kinds. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor, or any of them, heretofore, now or hereafter made incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including under any swap, derivative, foreign exchange, hedge, deposit, treasury management or other similar transaction or arrangement, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.

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

Section 4. 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 5. Covenants of Debtor. Debtor shall not file any application for the registration of a Patent, Trademark or Copyright with any office or agency in the United States of America, or any state therein, unless Debtor promptly thereafter notifies Lender of such action. Debtor has not abandoned any Patent, Trademark or Copyright, and Debtor will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless Debtor has obtained the written consent of the Lender. Debtor shall immediately notify Lender promptly if it knows or has reason to know of any reason why any applicable registration or recording of any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, or unenforceable. Debtor will render any assistance, as Lender may reasonably determine is necessary, to Lender in any proceeding before the USPTO, the USCO, any federal or state court, or any similar office or agency in the United States of America, or any state therein, to maintain any Patent, Trademark or Copyright and to protect Lender's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings. Debtor will promptly notify Lender if such Debtor learns of any use by any person or entity of any term or design likely to cause confusion with any of the Trademarks, or of any use by any person or entity of any other process or product which infringes upon any of the Trademarks, and if requested by Lender, Debtor, at Lender's expense, shall join with Lender in such action as Lender in Lender's discretion may reasonably deem advisable for the protection of Lender's interest in and to the Trademarks. Debtor assumes all responsibility and liability arising from the use of the Trademarks, Patents and Copyrights, and such Debtor hereby indemnifies and holds the Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees, including those related to bankruptcy, insolvency and appellate proceedings) arising out of any alleged defect in any product manufactured, promoted, or sold by any Debtor (or any affiliate or subsidiary thereof) in connection with any Patent, Trademark or Copyright or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by any Debtor (or any affiliate or subsidiary thereof). Debtor shall promptly notify Lender in writing of any adverse determination in any proceeding in the USPTO, USCO, or any other foreign or domestic governmental agency, court or body, regarding Debtor's claim of ownership in any of the Trademarks, Patents or Copyrights, and in the event of any infringement of any Trademarks, Patents or Copyrights owned by Debtor by a third party, Debtor shall promptly notify Lender of such infringement, and if Debtor shall fail to sue for and diligently pursue damages for such infringement within one (1) month after such notice is given to Lender, Lender may, but shall not be required to, itself take such action in the name of Debtor, and Debtor hereby appoints Lender the true and lawful attorney of Debtor, for it and in its name, place and stead, on behalf of Debtor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such infringement, any such damages due

to Debtor, net of costs and reasonable attorneys' fees (including those related to bankruptcy, insolvency and appellate proceedings), to be applied to the indebtedness.

Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Lender with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. If there is a conflict between this IP Security Agreement and the Security Agreement, the terms and provisions of the Security Agreement shall control. This IP Security Agreement is made for collateral purposes only. The security interest created hereby as to any or all of the IP Collateral (as hereinafter defined) shall be promptly released as contemplated and/or required by the Security Agreement. Subject to the terms and conditions of the Security Agreement, Lender agrees that there will be no assignment of the IP Collateral, other than the security interest described herein, unless and until there shall occur and be continuing an Event of Default and the Lender gives written notice to the Debtors of its intention to enforce its rights against any of the IP Collateral. Debtor authorizes Lender to modify this IP Security Agreement by amending the Schedules hereto in order to include any new Patents, Trademarks or Copyrights (collectively "IP Collateral"), renewal thereof or any IP Collateral applied for and obtained hereafter. Debtor shall, upon request of Lender from time to time, promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be requested by Lender to evidence the assignment of a security interest in IP Collateral.


Section 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the federal laws of the United States and the laws of the State of Washington.

*[Remainder of the page intentionally left blank.]*

IN WITNESS WHEREOF, each of the undersigned have caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

**DEBTOR:**

**SURAIN INDUSTRIES, INC.,**  
a Washington corporation

By:   
Derek Moeller, President

**LENDER:**

**VAN WASTEKO INC.,**  
a British Columbian corporation

By: *Antoine Moucachen*  
Name: Antoine Moucachen  
Title: President

## SCHEDULES TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

### SCHEDULE A – Patents

Patent	Filing Date	Registration Date	Number
Design patent on hanging basket	August 19, 2014	October 27, 2015	#D741,741
Irrigation clip			#16/237,669

### SCHEDULE B – Trademarks

Mark	Type of Mark	Filing Date	Registration Date	Serial Number	Registration Number
rEarth	Trademark— Word Mark	September 20, 2011	May 15, 2012	85427450	4142388

### SCHEDULE C – Copyrights

None