

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambelt International, LLC		12/28/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bond Capital Fund VII (Canadian) Limited Partnership		
Street Address:	1570-1111 West Georgia Street		
City:	Vancouver, British Colombia		
State/Country:	CANADA		
Postal Code:	V6E4M3		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0870837	CAMBELT	
CORRESPONDENCE DATA			
Fax Number:	6508152601		
<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:	6508152600		
Email:	svtmdocketing@sheppardmullin.com		
Correspondent Name:	Chelseaa Bush c/o Sheppard Mullin et al		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
ATTORNEY DOCKET NUMBER:	32PK-278058		
DOMESTIC REPRESENTATIVE			
Name:	Chelseaa Bush c/o Sheppard Mullin et al		
Address Line 1:	379 Lytton Avenue		
Address Line 4:	Palo Alto, CALIFORNIA 94301		
NAME OF SUBMITTER:	Chelseaa Bush		
SIGNATURE:	/ChelseaaBush/		
DATE SIGNED:	02/13/2019		

CH \$40.00 0870837

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **December 28, 2018**, by and between **BOND CAPITAL FUND VII (CANADIAN) LIMITED PARTNERSHIP** (“Secured Party”) and **CIC BUYER LLC**, a Delaware limited liability company (“Buyer”), **CAMBELT HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), **CAMBELT INTERNATIONAL, LLC**, a Delaware limited liability company (“Cambelt International”), **FABPRO EQUIPMENT LLC**, a Utah limited liability company (“Fabpro”) and **CIC EAST PROPERTIES LLC**, a Utah limited liability company (“CIC East” and together with Buyer, Holdings, Cambelt International and Fabpro, collectively, “Grantor”), with reference to the following facts:

A. Secured Party and Grantor are parties to that certain Loan and Security Agreement dated as of even date herewith (as amended from time to time, the “Loan Agreement”). Capitalized terms used herein have the meaning assigned in the Loan Agreement.

B. Pursuant to the Loan Agreement, Grantor has granted to Secured Party a second priority security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Secured Party a second priority security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property, including without limitation any right, title, or interest Grantor has in (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Within 30 days after the date hereof Grantor shall execute and deliver to Lender an updated version of this Agreement which shall include the following and Grantor’s representation and warranty as to the completeness thereof: (i) a list of all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) a list of all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) a list of all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with prompt written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Secured Party's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement, and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Secured Party and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[signatures on next page]


Address of Grantor:

2820 Directors Row
Salt Lake City, UT 84104
Attention: David McReynolds
Fax: 949-271-5050
Email: david@fivecrowncapital.com


CIC BUYER LLC

By: 
Name: David McReynolds
Title: Authorized Signatory


CAMBELT HOLDINGS, LLC

By: 
Name: David McReynolds
Title: Authorized Signatory


CAMBELT INTERNATIONAL, LLC

By: 
Name: David McReynolds
Title: Authorized Signatory

FABPRO EQUIPMENT LLC

By: 
Name: David McReynolds
Title: Authorized Signatory

CIC EAST PROPERTIES, LLC

By: 
Name: David McReynolds
Title: Authorized Signatory

Address of Secured Party:

1570-1111 West Georgia Street
Vancouver, British Columbia
V6E 4M3 Canada
Attention: Corry Silbernagel
Email: corry@bondcapital.ca

Secured Party:

BOND CAPITAL FUND (VII) CANADIAN
LIMITED PARTNERSHIP

By: _____
Name: Corry Silbernagel
Title: Managing Director

Address of Grantor:

2820 Directors Row
Salt Lake City, UT 84104
Attention: David McReynolds
Fax: 949-271-5050
Email: david@fivecrowncapital.com

CIC BUYER LLC

By: _____
Name: David McReynolds
Title: Authorized Signatory

CAMBELT HOLDINGS, LLC

By: _____
Name: David McReynolds
Title: Authorized Signatory

CAMBELT INTERNATIONAL, LLC

By: _____
Name: David McReynolds
Title: Authorized Signatory

FABPRO EQUIPMENT LLC

By: _____
Name: David McReynolds
Title: Authorized Signatory

CIC EAST PROPERTIES, LLC

By: _____
Name: David McReynolds
Title: Authorized Signatory

Address of Secured Party:

1570-1111 West Georgia Street
Vancouver, British Columbia
V6E 4M3 Canada
Attention: Corry Silbernagel
Email: corry@bondcapital.ca

Secured Party:
BOND CAPITAL FUND VII (CANADIAN)
LIMITED PARTNERSHIP

By: BOND CAPITAL GP VII INC.

By: _____
Name: Davis Vaitkunas
Title: Authorized Signatory

SCHEDULE A

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cambelt International, LLC	CAMBELT	0870837	06/10/69

SCHEDULE B

Patents and Patent Applications

<u>Grantor</u>	<u>Description</u>	<u>Patent Number</u>	<u>Filing Date</u>
Cambelt International, LLC	Monolithic belt with reinforced sidewall	6,571,935	06/22/00

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
	NONE		