

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510581

| | | | |
|---|-----------------------------------|------------------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Geroline Inc. | | 02/15/2019 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | The Bank of Nova Scotia | | |
| Doing Business As: | | | |
| Street Address: | Scotia Plaza, 40 King Street West | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1H1 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88226875 | K1 SERIES | |
| Serial Number: | 88226879 | K1 SERIES MID-SOLE ICE CLEAT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4168656636 | | |
| <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: | 416.865.2965 | | |
| Email: | bnakano@grllp.com | | |
| Correspondent Name: | Robert Nakano | | |
| Address Line 1: | 22 Adelaide St W. | | |
| Address Line 2: | Suite 3600 | | |
| Address Line 4: | Toronto, CANADA M5H 4E3 | | |
| ATTORNEY DOCKET NUMBER: | 113035 | | |
| NAME OF SUBMITTER: | Robert Nakano | | |
| SIGNATURE: | /Bob Nakano/ | | |
| DATE SIGNED: | 02/19/2019 | | |
| Total Attachments: 3 | | | |
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| source=Security Agreement - Bank of Nova Scotia - February 15, 2019#page2.tif | | | |

CH \$65.00 88226875

SECURITY AGREEMENT - INTELLECTUAL PROPERTY

THIS SECURITY AGREEMENT is made this **15th** day of **February**, 2019

BETWEEN:

Geroline Inc., a corporation incorporated and existing under the laws of Ontario, Canada, with offices at:
1874 Highway 20 East, Unit 5, Fonthill, ON L0S 1E6
("Geroline" or "Grantor")

- and -

The Bank of Nova Scotia, a bank incorporated and existing under the laws of Canada with offices at:
Scotia Plaza
40 King Street West
Toronto, ON M5H 1H1
("The Bank of Nova Scotia")

WHEREAS, Grantor has entered into a General Security Agreement dated February 15th, 2019 ("General Security Agreement") granting to The Bank of Nova Scotia a security interest in certain of Grantor's assets including certain intellectual properties, as continuing security for the payment of all past, present and future indebtedness and for the payment and performance of all other present and future obligations of Grantor to The Bank of Nova Scotia.

WHEREAS, Grantor has agreed as a condition of the financing now or hereafter provided by The Bank of Nova Scotia to Grantor to execute this Agreement for recording with Intellectual Property Offices in the United States, Canada, Europe and other jurisdictions ("IP Offices"), as relevant, and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

1.0 GRANT OF SECURITY INTEREST

Grantor pledges and grants to The Bank of Nova Scotia, a security interest in all of Grantor's right, title and interest in, to and under Grantor's present and future intellectual property rights to its intangibles (herein the "Intellectual Property Collateral"), the Intellectual Property Collateral including, without limitation, any and all of the following:

- a) All trademarks, including without limitation, all registered trademarks, trademark applications, designs, logos, domain names, unregistered trademarks in all jurisdictions in the world, including without limitation trademark registrations and applications set forth in Schedule A attached hereto (collectively, the "Trademarks");
- b) All industrial designs and design patents, including without limitation, improvements, all registered industrial designs and design registrations and all applications therefor including all divisions, priority application filings, national phase entry filings, continuations, renewals, reissues, extensions and continuations-in-part of same, whether filed or subsequently filed in all jurisdictions in the world, including without limitation patents and patent applications set forth in Schedule B attached hereto (collectively, the "Designs");
- c) All patents, including without limitation, all issued patents and patent applications including all divisions, priority application filings, national phase entry filings, continuations, renewals, reissues, extensions and continuations-in-part of same, whether filed or subsequently filed in all jurisdictions in the world, including without limitation patents and patent applications set forth in Schedule C attached hereto (collectively, the "Patents");

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- d) All miscellaneous intellectual property not listed in Schedules A, B or C (collectively, the "Miscellaneous Intellectual Property"), which may include any one or more of trade secrets, inventions, ideas, discoveries, developments, copyrights, website layouts, images, photographs, computer software and computer software products, in existence now or hereinafter created;
- e) All claims for damages by way of past, present and future infringements of any intellectual property rights in any Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect such damages for such use or infringement of any intellectual property rights therein;
- f) All licenses or other rights to use any of the Intellectual Property Collateral and any and all license fees and royalties arising from such use to the extent permitted by such license or rights; and
- g) All amendments, extensions, renewals and extensions of any of the Trademarks, Designs, Patents or Miscellaneous Intellectual Property.


2.0 MISCELLANEOUS

This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the relevant IP Offices, as relevant. Grantor authorizes and requests that each IP Office record this Agreement against the relevant Intellectual Property Collateral. Grantor agrees to execute, acknowledge and deliver any further assignments, transfers, documents, and things (including further schedules hereto) as may be reasonably requested by The Bank of Nova Scotia in order to give effect to such recordal(s) and to pay all costs for searches and filings in connection therewith.

This Agreement and the security interest is in addition to and not in substitution for any other security now or hereafter held by The Bank of Nova Scotia and shall remain in full force and effect until the indebtedness of the General Security Agreement has been paid in full in a timely manner and all obligations under the General Security Agreement have been fulfilled. Grantor does hereby acknowledge and confirm that the grant of the security interest herein to The Bank of Nova Scotia with respect to the Intellectual Property Collateral is set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein. In the event of any conflict between the terms of this Agreement and such General Security Agreement, the terms of the this Agreement shall govern.

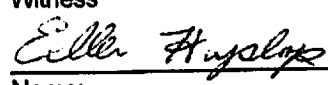
IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered on the date set out above.

GEROLINE INC.


Per: 
 Name: Ryan DeCaire
 Title: Authorized Signing Officer

I have authority to bind GEROLINE INC.

Witness


 Name: _____

SCHEDULE A: Trademarks

| Country | Trademark | Application Number | Filing Date (YYYY-MM-DD) | Status | Owner |
|---------------|--|--------------------|--------------------------|--------------|---------------|
| Canada | GEROLINE | 1929369 | 2018-11-08 | Formalized | Geroline Inc. |
| Canada | K1 SERIES | 1929373 | 2018-11-08 | Formalized | Geroline Inc. |
| Canada | K1 SERIES MID-SOLE ICE CLEAT | 1929370 | 2018-11-08 | Formalized | Geroline Inc. |
| United States | K1 SERIES | 88226875 | 2018-12-12 | Filed | Geroline Inc. |
| United States | K1 SERIES MID-SOLE ICE CLEAT | 88226879 | 2018-12-12 | Filed | Geroline Inc. |
| n/a |  Geroline Inc. <small>Industrial Safety Products</small> | n/a | n/a | Unregistered | Geroline Inc. |
| Domain Name | GEROLINE.CA | n/a | n/a | | Geroline Inc. |

SCHEDULE B: Designs

| Country | Title | Application / Registration Number | Filing Date (YYYY-MM-DD) | Reg. Date (YYYY-MM-DD) | Owner |
|----------------|--|-----------------------------------|--------------------------|------------------------|---------------|
| Canada | Mid-sole Cleat | Reg. No.169322 | 2016-07-06 | 2017-02-17 | Geroline Inc. |
| Canada | Mid-sole Cleat | Reg. No. 169323 | 2016-07-06 | 2017-02-17 | Geroline Inc. |
| United States | Mid-sole Cleat | Reg. D831,320 | 2017-11-28 | 2018-10-23 | Geroline Inc. |
| United States | Mid-sole Cleat | Reg. D807,005 | 2016-08-31 | 2018-01-09 | Geroline Inc. |
| United States | Mid-sole Cleat | App. 29/667,469 | 2018-10-22 | pending | Geroline Inc. |
| European Union | Non-slip protectors for shoes [except nails] (part of -) | Reg. No. 003935832-0001 | 2017-05-05 | 2017-10-05 | Geroline Inc. |
| European Union | Non-slip protectors for shoes [except nails] (part of -) | Reg. No. 003935832-0002 | 2017-05-05 | 2017-10-05 | Geroline Inc. |

SCHEDULE C: Patents

[none]