

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FIRMEX INC.		03/11/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	18th Floor, 1 First Canadian Place		
Internal Address:	100 King Street West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3421551	FIRMEX	
Registration Number:	5478245	FIRMEX FILESEND	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3630.230		
NAME OF SUBMITTER:	Sharon Patterson		
SIGNATURE:	/sharon patterson/		
DATE SIGNED:	03/13/2019		
Total Attachments: 3			
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OP \$65.00 3421551

NOTICE OF GRANT OF SECURITY – U.S. TRADEMARKS

March 11, 2019

WHEREAS, Firmex Inc. (the “**Debtor**”) holds all right, title and interest in and to, the trademarks, trademark applications and trademark registrations, listed on the annexed Schedule 1 (the “**Trademarks**”), each of which is registered or applied for in the United States Patent and Trademark Office;

AND WHEREAS, the Debtor has entered into a general security and pledge agreement dated as of February 1, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of Bank of Montreal (the “**Secured Party**”);

AND WHEREAS, pursuant to the Security Agreement, the Debtor has granted to the Secured Party for the benefit of the Secured Party a continuing security interest in all right, title and interest of the Debtor in, to and under the Trademarks (other than any intent-to-use trademark applications excluded from such security interest), together with, among other things, the goodwill of the business symbolized by the Trademarks, and all proceeds and payments and all future rights to payment with respect to the foregoing, including, without limitation, and all rights to bring an action at law or in equity for any past, present, or future infringement, violation, misuse, misappropriation or other impairment thereof, whether arising under the laws of the United States or foreign laws or otherwise, including the right to receive injunctive relief and all proceeds and damages therefrom (collectively, the “**Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement):


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor does hereby grant to the Secured Party for the benefit of the Secured Party a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, this Notice of Grant of Security has been duly executed by the Debtor as of the date first written above.

FIRMEX INC.

By:  _____

Name: Lisa Melchior

Title: Chairman

SCHEDULE 1 TO NOTICE OF GRANT OF SECURITY- US TRADEMARKS

Serial No.	Registration No.	Jurisdiction	Trademark	Owner/Applicant	Status
77124523	3421551	USA	Firmex	FIRMEX INC.	Registered
87093236	5478245	USA	Firmex Filesend	FIRMEX INC.	Registered