

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531747

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900504884		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TORNATECH INC.		06/28/2019	Corporation: CANADA
BRUN INDUSTRIES, INC.		06/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYAL BANK OF CANADA		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2305341	FIRECAT	
<b>Registration Number:</b>	1131252	FIRETROL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew Hintz, Esq.		
<b>Address Line 1:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	35288.2		
<b>NAME OF SUBMITTER:</b>	Matthew Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew Hintz/		
<b>DATE SIGNED:</b>	07/13/2019		
<b>Total Attachments: 10</b>			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified, this "Agreement"), dated as of June 28, 2019, is made by TORNATECH INC., a corporation formed under the laws of Canada ("Borrower"), and BRUN INDUSTRIES, INC., a Delaware corporation ("Brun" and together with Borrower, the "Obligors") in favor of the ROYAL BANK OF CANADA, as Lender ("Lender").

**RECITALS**

**WHEREAS**, Borrower and Lender are parties to that certain Credit Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Credit Agreement") which provides for Lender to make certain loans to Borrower, and the Obligors and Lender are parties to that certain Security Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Security Agreement"), which provides for the grant by each Obligor to Lender of a security interest in each Obligor's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted); and

**WHEREAS**, this Agreement is being entered into in conjunction with the security interest granted under the Security Agreement to Lender. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Obligor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. Each of the Credit Agreement and Security Agreement and the terms and provisions of each thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or Security Agreement.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Credit Agreement and/or Security Agreement) of the Obligations, each Obligor hereby confirms its grant to Lender of a continuing security interest in and to any and all of Obligor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “Patents”);

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) the goodwill of each Obligor’s business connected with and symbolized thereby, (c) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (d) the right to sue for past, present and future infringements thereof, and (e) all rights corresponding thereto throughout the world, if any, excluding any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (collectively, the “Trademarks”); and

(iii) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the “Copyrights”).

3. Representations and Warranties. As of the date hereof, each Obligor owns or otherwise has the right to use such Obligor’s Intellectual Property, free and clear of any claims (other than Permitted Liens and except in the case of such licenses for the rights of the licensors thereunder). Obligor’s Intellectual Property does not infringe, violate or misappropriate the intellectual property rights of any third parties. As of the date hereof, no third party has claimed or asserted in writing the right to use, in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to any of any Obligor’s Trademarks. No third party has asserted in writing ownership rights in any of any Obligor’s Intellectual Property, and no Obligor has licensed or sublicensed any third party to use any Obligor’s material Intellectual Property. The use of any Obligor’s material Intellectual Property in such Obligor’s business (and the products manufactured, sold or distributed by Obligor) does not infringe any right of any third party. As of the Effective Date, no third party is infringing any of any Obligor’s Intellectual Property. Each Obligor has the legal right to use such Obligor’s Intellectual Property currently used by such Obligor. Each Obligor’s Intellectual Property constitutes all of the intangible property necessary and sufficient for such Obligor to conduct its business consistent with past practices and as presently conducted.

4. Covenants.

(i) Each Obligor shall have the duty, in such Obligor's good faith business judgment: (a) to file and prosecute diligently any Patent or Trademark applications pending as of the date hereof or hereafter until the termination of this Agreement in accordance with Section 6; (b) to make application on unpatented but patentable inventions and on trademarks and service marks where any such application is deemed by such Obligor to be commercially reasonable, (c) to preserve and maintain all rights in the material Copyrights, Trademarks and Patents owned by such Obligor (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of such Obligor in its Trademarks), and (d) to ensure that the material Copyrights, Trademarks and Patents owned by such Obligor are and remain enforceable. Any and all costs and expenses incurred in connection with any Obligor's obligations under this Section shall be borne by such Obligor.

(ii) Each Obligor will promptly notify Lender in writing if any third party (x) claims or asserts (i) the right to use, in connection with similar or closely related goods and in the same geographic area, any mark which is identical or confusingly similar to any of such Obligor's Trademarks, or (ii) ownership rights in any of such Obligor's Intellectual Property, or (y) infringes any of such Obligor's Intellectual Property.

5. Effect on Credit Agreement and Security Agreement. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement and Security Agreement but rather is intended to be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress in order to provide notice of Lender's security interest. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Credit Agreement and Security Agreement, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the UCC. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

6. Release of Security Interest. Upon the indefeasible repayment in full in cash of the Obligations (other than contingent indemnification obligations) and the termination of the Security Agreement in accordance with their terms, this Agreement shall terminate, and Lender shall execute and deliver any document reasonably requested by the Obligors, at the Obligors' joint and several cost and expense, as shall be necessary to evidence termination of the security interest granted by the Obligors to Lender hereunder.

7. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by each Obligor and Lender.

9. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and each of their successors and permitted assigns, and shall inure to the benefit of Lender, its successors and assigns; provided, however, no Obligor shall assign this Agreement or any of any Obligor's obligations hereunder without the prior written consent of Lender.

10. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

11. Further Assurances. Each Obligor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Each Obligor acknowledges that a copy of this Agreement will be filed by Lender with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Obligors.

12. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF ANY OTHER LAWS.

13. Joint and Several. If more than one Obligor executes this Agreement, the liability of all such Obligor's shall be joint and several.

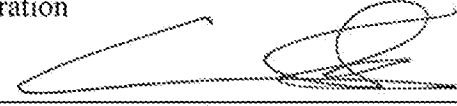
[Signature Page Follows]

**IN WITNESS WHEREOF**, the undersigned Obligor have duly executed this Intellectual Property Security Agreement in favor of Lender, as of the date first written above.

TORNATECH INC., a corporation formed under the laws of Canada

By:   
Name: Marc Gaspil  
Its: Secretary

BRUN INDUSTRIES, INC., a Delaware corporation

By:   
Name: Bruno Gaspil  
Its: President

Agreed and Accepted:

ROYAL BANK OF CANADA



By: \_\_\_\_\_

Name: \_\_\_\_\_

**Sandya Benoist**

Title: \_\_\_\_\_

**Managing Director**

**National Client Group - Finance**

**RBC Royal Bank**

[Signature Page to Intellectual Property Security Agreement]

DOCS 19251250

**TRADEMARK**  
**REEL: 006693 FRAME: 0521**



EXHIBIT A

PATENTS

<b>Entity</b>	<b>Patent Title</b>	<b>Patent Number</b>	<b>Application Number</b>	<b>Country</b>
ASCO	Methods and Systems for Monitoring a Power Supply For a Fire Pump Motor	9,453,505	N/A	United States
ASCO	Methods and Systems for Monitoring a Power Supply For a Fire Pump Motor within a Fire Protection System (Utility)	ZL201320327140.0	N/A	Canada
ASCO	Dual Redundancy in Fire Pump Controllers	9,482,220	N/A	United States
ASCO	Dual Redundancy in Fire Pump Controllers (Utility)	ZL201320325330.9	N/A	Canada
ASCO	Fire Pump Room System Integrator (Utility)	20440124	N/A	Canada
ASCO	Fire Pump Controller Configured to Control Pressure Maintenance in Sprinkler Systems (Utility)	ZL201420103849.7	N/A	Canada
ASCO	Fire Pump Controller Configured to Control Pressure Maintenance in Sprinkler Systems	N/A	15/630,447	United States

ASCO	Methods and Systems for Monitoring a Power Supply For a Fire Pump Motor (Invention)	N/A	201310225131.5	Canada
ASCO	Fire Pump Control System and Fire Pump Controller (Invention)	N/A	201310223661.6	Canada
ASCO	Fire Pump Room System Integrator	N/A	14/204,974	United States
ASCO	System In Fire Pump Room and Method Performed by the Same (Invention)	N/A	201410082058.5	Canada
ASCO	Fire Pump Control System and Method Thereof (Invention)	N/A	201410084068.2	Canada
ASCO	Methods and Systems for Overcurrent Protection in a Fire Pump Control System	N/A	15/196,685	United States

EXHIBIT B  
TRADEMARKS

<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Word Mark</b>	<b>Country</b>
0563138	TMA324963	3/20/1987	FI & Design	Canada
6409254	6409254	3/28/2010	FI & Design	China
75/430647	2305341	1/4/2000	FIRECAT (Stylized)	United States
0563137	TMA328252	5/29/1987	FIRETROL	Canada
6409253	6409253	3/28/2010	FIRETROL	China
73/174401	1131252	2/26/1980	FIRETROL	United States
6409250	6409250	3/28/2010	FIRETROL (Stylized)	China

EXHIBIT C  
COPYRIGHTS

None.