

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1216010 B.C. LTD.		08/26/2019	Limited Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4361713	LEAN THINKING IN ACTION	
Registration Number:	4344934	PURSUIT OF EXCELLENCE	
Registration Number:	3397633	CREATION TECHNOLOGIES	
Registration Number:	3417262	CREATION TECHNOLOGIES	
Registration Number:	3417263	CREATION TECHNOLOGIES	
Registration Number:	3397634	CREATION TECHNOLOGIES	
Registration Number:	3397635	CREATION TECHNOLOGIES	
Registration Number:	3417264	CREATION TECHNOLOGIES	
Registration Number:	3417265	CREATION TECHNOLOGIES	
Registration Number:	3397636	CREATION TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Al Lucia		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		

CH \$265.00 4361713

ATTORNEY DOCKET NUMBER:	11668-393
NAME OF SUBMITTER:	Al Lucia
SIGNATURE:	/Al Lucia/
DATE SIGNED:	08/26/2019
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2019 (this “**Agreement**”), is made by 1216010 B.C. Ltd. (the “**Grantor**”) in favor of Ares Capital Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, Creation Technologies Inc., a predecessor entity of the Grantor (“**CTI**”), entered into a Pledge and Security Agreement dated as of August 15, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among CTI and each of the other grantors from time to time party thereto and the Agent, pursuant to which CTI granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, the Grantor entered into an Acknowledgment and Confirmation of Security Agreement dated as of August 26, 2019 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Acknowledgment Agreement**”), by and among the Grantor and the Agent, pursuant to which the Grantor confirmed that it is and continues to be bound by the terms and conditions of, inter alia, the Security Agreement, in the same manner and to the same extent as if the Grantor had originally executed the Security Agreement; and

WHEREAS, pursuant to the Security Agreement and the Acknowledgment Agreement, the Grantor agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any "intent-to-use" trademark application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

The Grantor authorizes and requests that the Director of the United States Patent and Trademark Office and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006729 FRAME: 0427

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

1216010 B.C. LTD., as the Grantor



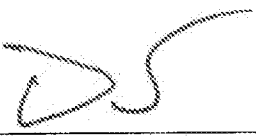
By: _____

Name: Brian Fearncombe

Title: VP - Tax and Treasury

Accepted and Agreed:

ARES CAPITAL CORPORATION, as Collateral Agent

By:  _____

Name:




Title: DAVID SCHWARTZ
AUTHORIZED SIGNATORY


[Signature Page to U.S. Trademark Security Agreement]

TRADEMARK
REEL: 006729 FRAME: 0429

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial Number / Registration Number</u>	<u>Status</u>
1216010 B.C. Ltd. (Canada)	LEAN THINKING IN ACTION	US	Reg 4361713 Reg 02-JUL- 2013	Registered
1216010 B.C. Ltd. (Canada)	PURSUIT OF EXCELLENCE	US	Reg 4344934 Reg 04-JUN- 2013	Registered
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES	US	Reg 3397633 Reg 18-MAR- 2008	Registered
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES 	US	Reg 3417262 Reg 29-APR- 2008	Registered
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES 	US	Reg 3417263 Reg 29-APR- 2008	Registered
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES	US	Reg 3397634 Reg 18-MAR- 2008	Registered
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES	US	Reg 3397635 Reg 18-MAR- 2008	Registered
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES 	US	Reg 3417264 Reg 29-APR- 2008	Registered

<u>Owner</u>	<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial Number / Registration Number</u>	<u>Status</u>
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES 	US	Reg 3417265 Reg 29-APR-2008	Registered
1216010 B.C. Ltd. (Canada)	CREATION TECHNOLOGIES	US	Reg 3397636 Reg 18-MAR-2008	Registered

TRADEMARK APPLICATIONS

None.