

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avolin Canada Ltd.		06/06/2019	Corporation:
RECEIVING PARTY DATA			
Name:	JP Morgan Chase Bank, N.A.		
Street Address:	10 South Dearborn		
Internal Address:	Floor L2, Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86829373	PIVOTAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Sabrina Hasan		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125180/3 SH		
NAME OF SUBMITTER:	Sabrina Hasan		
SIGNATURE:	/SabrinaHasan/		
DATE SIGNED:	10/04/2019		
Total Attachments: 5			
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CANADIAN TRADEMARK SECURITY AGREEMENT

CANADIAN TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this "Agreement"), dated as of June 6, 2019, between Avolin Canada Ltd., a British Columbia corporation (the "Grantor") and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the Lenders (defined below).

Reference is made to (a) the Canadian Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") among the Grantor and the Administrative Agent and (b) the Credit Agreement dated as of October 26, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Sapphire AC Holdings Inc., Avolin, Inc. (the "Borrower"), the other loan parties from time to time party thereto, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit and to secure the Secured Obligations.

Accordingly the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.4 of the Security Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent, its successors and its assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office or any similar offices in any province or territory of Canada or any other country or any political subdivision thereof (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of

the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and

(d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Choice of Law.* THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

AVOLIN CANADA LTD., as a Grantor

By: 
Name: Andrew S. Price
Title: Director

[Signature Page to the Canadian Trademark Security Agreement]

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JPMORGAN CHASE BANK, N.A., as the
Administrative Agent

By: 

Name: Eleftherios Karsos

Title: Authorized Officer

[Signature Page to the Canadian Trademark Security Agreement]

TRADEMARK

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SCHEDULE I

Trademark Applications and Registrations

Canada

No.	Owner Name	Trademark	App. No.	Reg. No.
1.	AVOLIN CANADA LTD.	PIVOTAL	787424	TMA484583

U.S.

Trade-mark	App. No.	File Date	Reg. No.	Reg. Date	Owner
PIVOTAL	86829373	23-Nov-15	5117299	10-Jan-17	Aptean Canada Corporation (predecessor to Avolin Canada Ltd.)*