

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547931

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TCP Reliable, Inc.		10/25/2019	Corporation:
TCP Reliable Manufacturing, Inc.		10/25/2019	Corporation:
Cryopak Industries (2007) ULC		10/25/2019	Corporation:
Cryopak Verification Technologies, Inc.		10/25/2019	Corporation:
DDL, Inc.		10/25/2019	Corporation:
Nexkemia Petrochemicals Inc.		10/25/2019	Corporation:

RECEIVING PARTY DATA

Name:	Royal Bank of Canada, as Collateral Agent
Street Address:	20 King Street West, 4th Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2507834	K
Registration Number:	2618099	SIMPLY COZY
Registration Number:	1576371	CRYOPAK
Registration Number:	2441453	PERMA-GEL
Registration Number:	2100314	FREEZIT
Registration Number:	2610776	FLEXIBLE ICE
Registration Number:	5724743	CRYOPAK°
Registration Number:	5724742	CRYOPAK°
Registration Number:	5668617	CRYOPAK°
Registration Number:	5668615	CRYOPAK°
Registration Number:	5668614	CRYOPAK°
Registration Number:	5668613	CRYOPAK°

OP \$715.00 2507834

Property Type	Number	Word Mark
Registration Number:	5652989	CRYOPAK°
Registration Number:	5646585	CRYOPAK°
Registration Number:	5892771	LAUNCHWORKS
Registration Number:	4774132	K1
Registration Number:	1746852	ESCORT
Registration Number:	3875436	ESCORT MINI
Registration Number:	3371131	ILOG
Registration Number:	4178914	DDL
Registration Number:	3113556	DDL
Registration Number:	3155308	PACKREVIEW
Registration Number:	4182541	RESPONSIBLE PACKAGING DEVELOPMENT GROUP
Registration Number:	4270814	RPDG
Registration Number:	4178919	TESTED AND PROVEN
Registration Number:	5061257	SLIDE TOP COOLER
Registration Number:	5593276	MIRADOR XTAG DISPLAY
Registration Number:	5593275	MIRADOR XTAG2

CORRESPONDENCE DATA

Fax Number: 7168490349

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.

Phone: 7168564000

Email: NKRAMER@HODGSONRUSS.COM

Correspondent Name: NICOLE KRAMER

Address Line 1: HODGSON RUSS LLP

Address Line 2: 140 Pearl Street, Suite 100

Address Line 4: BUFFALO, NEW YORK 14202

ATTORNEY DOCKET NUMBER:	000161.01477^CRYOPAK/RBC
NAME OF SUBMITTER:	Nicole I. kramer
SIGNATURE:	/nicole I kramer/
DATE SIGNED:	11/04/2019

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Agreement**"), dated as of October 25, 2019, is made by and among TCP Reliable, Inc. TCP Reliable Manufacturing, Inc., Cryopak Industries (2007) ULC, Cryopak Verification Technologies, Inc., DDL, Inc., and Nexkemia Petrochemicals Inc. (collectively, the "**Grantors**" and each a "**Grantor**") and Royal Bank of Canada, as Collateral Agent for the ratable benefit of the Secured Creditors under the Credit Agreement (as defined below) (in such capacity and together with any successors in such capacity, the "**Collateral Agent**").

WHEREAS, pursuant to a Credit Agreement dated as of the date hereof by and among TCP Reliable, Inc. and Cryopak Industries (2007) ULC, as Borrowers, Royal Bank of Canada, as Administrative Agent, Collateral Agent, Syndication Agent, Documentation Agent, Lead Arranger and Lead Bookrunner, and the Lenders party thereto from time to time (as the same may be amended, supplemented, revised, restated or replaced from time to time, the "**Credit Agreement**"), the Lenders have agreed to make extensions of credit to the Borrowers subject to the terms and provisions of the Credit Agreement;

AND WHEREAS, in connection with the Credit Agreement, the Grantors, among others, have each executed and delivered one or more security agreements and/or deeds of hypothec, each dated on or about the date hereof (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, collectively, the "**Security Agreements**");

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Credit Obligations of the Grantors, each Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent for the ratable benefit of the Secured Creditors, and grant to the Collateral Agent for the ratable benefit of the Secured Creditors, a security interest in all of such Grantor's right, title and interest in, to and under the following property, now owned or hereinafter acquired or existing (collectively, the "**IP Collateral**"),:

(a) trademarks, patents, copyrights and industrial designs, existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Intellectual Property Office or in any office or agent of the United States of America or any foreign country, including those referred to in Schedule "A" hereto and all reissues, extensions or renewals thereof, but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the ability to register such applications or the validity or enforceability of registrations issuing from such applications;

(b) all licenses and other agreements providing such Grantor with the right to use any of the items described in clause (a), including each license referred to in Schedule "A" hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any IP Collateral described in clause (a) and to the extent applicable, clause (b), including any claim and causes of action for damages, restitution, and injunctive and other legal and equitable relief for past, present or future

infringement, dilution, misappropriation, violation, misuse, breach, or default, any injury to the goodwill associated with the use of any such IP Collateral, or for breach or enforcement of any license and all rights corresponding thereto throughout the world (the foregoing, collectively, "**Claims**"), provided, however, that the Collateral Agent shall have the right, but not the obligation, to pursue any and all Claims; and

(e) all proceeds of, and rights associated with, the foregoing.

SECTION 3. Security Agreements. This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest of the Collateral Agent for the ratable benefit of the Secured Creditors in the IP Collateral with the Canadian Intellectual Property Office and the United States Patent and Trade Marks Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted by the Grantors to the Collateral Agent for the ratable benefit of the Secured Creditors under the Security Agreements. The Security Agreements (and all rights and remedies of the Collateral Agent) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Security Agreements.

SECTION 5. Credit Agreement, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Credit Agreement, the provisions of the Credit Agreement shall take precedence over those contained herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts by telecopy or other electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

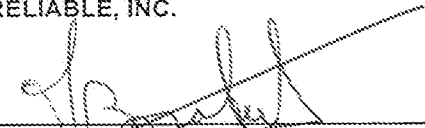
SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank.]

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

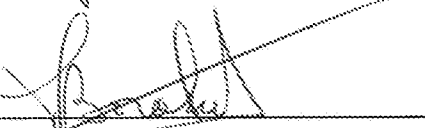
TCP RELIABLE, INC.

Per: 
Name: Maurice Barakat
Title: Chief Executive Officer and President


TCP RELIABLE MANUFACTURING, INC.

Per: 
Name: Maurice Barakat
Title: Chief Executive Officer and President

CRYOPAK INDUSTRIES (2007) ULC

Per: 
Name: Maurice Barakat
Title: President

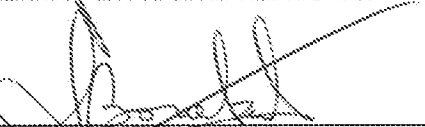
CRYOPAK VERIFICATION TECHNOLOGIES, INC.

Per: 
Name: Maurice Barakat
Title: Chief Executive Officer and President

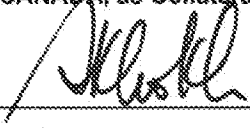
DDL, INC.

Per: 
Name: Maurice Barakat
Title: Chief Executive Officer and President

NEXKEMIA PETROCHEMICALS INC.

Per: 
Name: Maurice Barakat
Title: President

ROYAL BANK OF CANADA, as Collateral Agent

Per: _____ 

Name: Susan Khokher
Title: Manager, Agency

Per: _____

Name:
Title:

SCHEDULE "A"

1. Cryopak Industries (2007) LLC

Patents

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
Thermal Packaging Assembly	4,931,333 (Expired)	9/9/1988	USPTO

Trademarks

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
K (and Design)	2,507,834	9/15/1999	USPTO
SIMPLY COZY	2,618,099	11/23/2001	USPTO
CRYOPAK (and Design)	1,576,371	1/09/1990	USPTO
PERMA-GEL	2,441,453	1/20/1999	USPTO
FREEZIT	2,100,314	4/16/1996	USPTO
FLEXIBLE ICE	2,610,776	7/29/1996	USPTO
CRYOPAK (Stylized) Black & White	5,724,743	4/16/2019	USPTO
CRYOPAK (Stylized) Color	5,724,742	4/16/2019	USPTO
CRYOPAK (Stylized) Black & White	5,668,617	2/5/2019	USPTO
CRYOPAK (Stylized) Color	5,668,615	2/5/2019	USPTO

CRYOPAK (Stylized) Black & White	5,668,614	2/5/2019	USPTO
CRYOPAK (Stylized) Color	5,668,613	2/5/2019	USPTO
CRYOPAK (Stylized) Color	5,652,989	1/15/2019	USPTO
CRYOPAK (Stylized) Black & White	5,646,585	1/8/2019	USPTO
LAUNCHWORKS Logo ¹	5,892,771	10/22/2019	USPTO
ICE-PAK/HOT-PAK	TMA603105	2/24/2004	CIPO
SIMPLY COZY	TMA497517	7/21/1998	CIPO
GLACIER PAK	TMA398114	5/8/1992	CIPO
FREEZIT	TMA471451	2/21/1997	CIPO
6 PAK	TMA613460	6/22/2004	CIPO
ICE-PAK	TMA431444	8/5/1994	CIPO
LUNCH PAK	TMA391319	12/6/1991	CIPO
CRYOPAK (and Design)	1897383 and 1897382	5/4/2018	CIPO (pending)
GEL-E-ICE ²	TMA737747	4/8/2009	CIPO
K and Design ³	TMA602904	2/20/2004	CIPO
KOOL KIDZ ⁴	TMA737968	4/14/2009	CIPO

¹ Current listed owner is Cryopak Industries, Inc. which is a predecessor to Cryopak Industries (2007) LLC. Mark has been transferred to Cryopak Industries (2007) LLC. Change of ownership documentation is in the process of being recorded.

² Current listed owner is Cryopak Industries, Inc., which is a predecessor to Cryopak Industries (2007) LLC. Marks have been transferred to Cryopak Industries (2007) LLC. Change of ownership documentation is in the process of being recorded.

³ Current listed owner is Cryopak Industries, Inc., which is a predecessor to Cryopak Industries (2007) LLC. Marks have been transferred to Cryopak Industries (2007) LLC. Change of ownership documentation is in the process of being recorded.

2. Cryopak Verification Technologies, Inc.

Trademarks

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
K1	4,774,132	7/14/2015	USPTO
ESCORT	1,746,852	1/19/1993	USPTO
ESCORT MINI	3,875,436 (cancelled)	11/16/2010	USPTO
ILOG (STYLIZED)	3,371,131	1/22/2008	USPTO

3. DDL, Inc.

Trademarks

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
DDL and design	4,178,914	7/24/2012	USPTO
DDL	3,113,556	7/11/2006	USPTO
PACKREVIEW	3,155,308	10/10/2006	USPTO
RESPONSIBLE PACKING DEVELOPMENT GROUP	4,182,541	7/31/2012	USPTO
RPDG	4,270,814 (cancelled)	1/8/2013	USPTO

⁴ Current listed owner is Cryopak Industries, Inc., which is a predecessor to Cryopak Industries (2007) ULC. Marks have been transferred to Cryopak Industries (2007) ULC. Change of ownership documentation is in the process of being recorded.

TESTED AND PROVEN	4,178,919 (cancelled)	7/24/2012	USPTO
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4. **NexKemia Petrochemicals Inc.**

Patents

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
Shaping of Expanded Polystyrene Made Using D-Limonene as a Plasticizer	9,644,079	4/15/2014	USPTO
Expanded Polystyrene Made Using D-Limonene as a Plasticizer	8,772,362	12/11/2013	USPTO
Expanded Polystyrene Made Using D-Limonene as a Plasticizer	CA2842760	2/13/2014	CIPO (pending)

5. **TCP Reliable, Inc.**

Patents

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
Network of Participants in a Shipment Cold-Chain	9,373,099	10/9/2014	USPTO

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
Monitoring temperature- sensitive cargo with automated generation of regulatory qualification	9,400,966	1/6/2015	USPTO
Monitoring Temperature-Sensitive Cargo with Automated Generation of Regulatory Qualification	8,881,540	1/27/2014	USPTO
Monitoring temperature- sensitive cargo with automated generation of regulatory qualification	8,935,934	12/4/2013	USPTO
Monitoring Shipment of Biological Products to Determine Remaining Refrigerant Quantity	8,696,151	3/12/2013	USPTO
Fabricating a Phase Change Blood Cooling System	8,802,364	12/7/2012	USPTO
Thermal Packaging System for Blood and Organs	9,060,509	12/6/2012	USPTO
Thermal Packaging System	8,505,314	11/9/2012	USPTO
Fabricating a Flexible Rapid Blood Cooling System	8,349,552	03/27/2012	USPTO
Thermal Packaging System	8,316,662	02/21/2012	USPTO
Rapid Cooling to And Maintaining Of Whole Blood At 20 To 24c For Processing	8,192,924	10/17/2011	USPTO

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
Rapid Cooling To And Maintaining Of Whole Blood At 20 To 24c For Processing	CA2770657	9/16/2014	CIPO
Selecting Packaging and Coolant Systems for Shipment of Biological Products	8,375,730	1/26/2012	USPTO
Thermal Packaging System	7,919,163	8/24/2007	USPTO
Rapid Cooling To And Maintaining Of Whole Blood At 20 To 24c For Processing	EP 12165031.1	4/20/2012	EPO - Europe (pending)
Sealing Foam Panels with a Compression- Generating Joint	7,905,005	2/2/2007	USPTO
Temperature Controlled Shipping Using One or More Smaller Insulated Containers Inside a Larger Insulated Container	7,849,708	2/20/2007	USPTO
Thermal Packaging System	7,294,374	8/7/2003	USPTO
Expanded Polystyrene Cooler with Slide- Locking Lid	9,924,834	1/8/2016	USPTO
Temperature-controlled container with heating means	6,028,293 (Expired)	4/20/1998	USPTO
Collapsible and reusable shipping container	5,669,233 (Expired)	3/11/1996	USPTO

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
Insulated Storage/Shipping Container for Maintaining a Constant	6,044,650 (Expired)	8/13/1997	USPTO
Temperature-controlled Container with Heating Means and Eutectic Pack	6,020,575 (Expired)	4/20/1998	USPTO
Temperature Controlled Container	5,934,099 (Expired)	7/28/1997	USPTO
Thermal Insulating Box with Cooling Mechanism	16/212,456	12/6/2018	USPTO (pending)
Thermal Insulation Box With Temperature And Humidity Sensors	16/212,423	12/6/2018	USPTO (pending)
Expanded Polystyrene Made Using D-Limonene as a Plasticizer	2,842,760	2/15/2013	CIPO (pending)

Trademarks

Name	Registration No. / Application No.	Registration Date / Application Date	Filing Office
SLIDE TOP COOLER	5,061,257	10/11/2016	USPTO
MIRADOR XTAG DISPLAY	5,593,276	10/30/2018	USPTO
MIRADOR XTAG2	5,593,275	10/30/2018	USPTO
MIRADOR XTAG DISPLAY	1964036	5/21/2019	CIPO (pending)

6. TCP Reliable Manufacturing, Inc.
Nil.