

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549038

| | | | |
|---|---|----------------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BRITCO BOXX LIMITED PARTNERSHIP | | 10/31/2019 | Limited Partnership: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Scotiabank Asset Finance, a division of The Bank of Nova Scotia | | |
| Street Address: | 40 King Street West, 13th Floor | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M5H 1H1 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4326919 | BRITCO | |
| Registration Number: | 4363195 | BRITCO BUILDING INNOVATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8324088558 | | |
| <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: | 8323388090 | | |
| Email: | tm@fibbelightner.com | | |
| Correspondent Name: | Fibbe Lightner LLP | | |
| Address Line 1: | 3733-1 Westheimer Rd, No. 1009 | | |
| Address Line 4: | Houston, TEXAS 77027 | | |
| NAME OF SUBMITTER: | A. Reagan Fibbe | | |
| SIGNATURE: | /A. Reagan Fibbe/ | | |
| DATE SIGNED: | 11/12/2019 | | |
| Total Attachments: 4 | | | |
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| source=[Untitled]#page2.tif | | | |
| source=[Untitled]#page3.tif | | | |
| source=[Untitled]#page4.tif | | | |

OP \$65.00 4326919

**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS BRITCO BOXX LIMITED PARTNERSHIP (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has delivered a general security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to Scotiabank Asset Finance, a division of The Bank of Nova Scotia, as Agent (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental Intellectual Property authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental Intellectual Property authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.

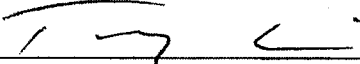
This Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally blank; signature page follows.]

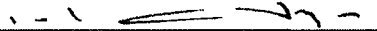
DATED as of the 31 day of October, 2019.

DEBTOR:

**BRITCO BOXX LIMITED PARTNERSHIP, by its
general partner, BRITCO BOXX GP LTD.**

Per: 

Name: Toby LaBrie
Title: EVP & CFO

Per: 

Name: Trevor Haynes
Title: President & CEO

I/We have the authority to bind the Debtor.

SECURED PARTY:

**SCOTIABANK ASSET FINANCE, a division of THE
BANK OF NOVA SCOTIA, as Agent**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Secured Party.

DATED as of the 31 day of October, 2019.

DEBTOR:

**BRITCO BOXX LIMITED PARTNERSHIP, by its
general partner, BRITCO BOXX GP LTD.**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Debtor.

SECURED PARTY:

**SCOTIABANK ASSET FINANCE, a division of THE
BANK OF NOVA SCOTIA, as Agent**

Per: _____

Name: Andrew Wright

Title: Director & Portfolio Manager

Scotiabank Asset Finance

Per: **April Shaddock**

Name: **Group Lead**

Title: **Scotiabank Asset Finance**

I/We have the authority to bind the Secured Party.

SCHEDULE A
INTELLECTUAL PROPERTY

Canadian Trademarks

| <u>Trademark</u> | <u>Status</u> | <u>App. No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--|---------------|-----------------|------------------|-----------------|------------------|
| BRITCO | REGISTERED | 1547691 | OCT. 13/11 | TMA845590 | MAR. 8/13 |
| BRITCO BUILDING INNOVATION & DESIGN britco BUILDING INNOVATION | REGISTERED | 1567611 | MAR. 19/12 | TMA845725 | MAR. 11/13 |

United States Trademarks

| <u>Trademark</u> | <u>Status</u> | <u>Serial No.</u> | <u>App. Date</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--|---------------|-------------------|------------------|-----------------|------------------|
| BRITCO | REGISTERED | 84464323 | MAR. 8/12 | 4326919 | APR. 30/13 |
| BRITCO BUILDING INNOVATION & DESIGN britco BUILDING INNOVATION | REGISTERED | 85564443 | MAR. 8/12 | 4363195 | JULY 9/13 |