

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SHRED-TECH CORPORATION		08/14/2019	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 Bay Street		
Internal Address:	12th Floor, South Tower, Royal Bank Plaza		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1479327	SHRED-TECH	
Registration Number:	2189186	SHRED-TECH	
Registration Number:	2843571		
Registration Number:	5000893	SHRED-TECH	
CORRESPONDENCE DATA			
Fax Number:	3126165700		
<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:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	Claudia W. Stangle		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson Ave		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	745544		
NAME OF SUBMITTER:	Claudia W. Stangle		
SIGNATURE:	/Claudia W. Stangle/		
DATE SIGNED:	12/02/2019		

CH \$115.00 1479327

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) in favor of Royal Bank of Canada, as administrative agent and collateral agent (in such capacity and together with its successors and assigns, the “Administrative Agent”), for the Secured Parties (as defined in the Collateral Agreement referred to below).

WHEREAS, HEICO ST ACQUISITION CORPORATION, SHRED-TECH CORPORATION and SHRED-TECH USA, LLC, as borrowers (the “Borrowers”) have entered into a Credit Agreement dated as of August 14, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Subsidiaries of each of the Borrowers party thereto from time to time, the LENDERS party thereto from time to time, and the Administrative Agent;

WHEREAS, it is a condition precedent to the obligations of the Lenders and to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered that certain Canadian Guarantee and Collateral Agreement, dated as of August 14, 2019, to the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the “Collateral Agreement”) for the benefit of the Secured Parties (capitalized terms used and not defined herein have the meanings given such terms in the Collateral Agreement and the Credit Agreement, as applicable);

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the Canadian Intellectual Property Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

Section 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all Trademarks (other than any Excluded Property), including, without limitation, each registration and application identified in Schedule 1 attached hereto;
- (b) all Patents (other than any Excluded Property), including, without limitation, each issued Patent and Patent application identified in Schedule 1 attached hereto;
- (c) any and all proceeds of the foregoing.

Section 2. Recordation. Each Grantor authorizes and requests that the Canadian Intellectual Property Office record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission, including “.pdf” or “.tif”), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario without regard to conflict of laws principles thereof that would require application of laws of another jurisdiction.

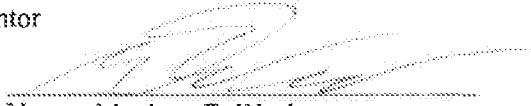
Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Collateral Agreement and the Credit Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Collateral Agreement or the Credit Agreement, the provisions of the Collateral Agreement or the Credit Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

SHRED-TECH CORPORATION,
as Grantor

By: _____


Name: Matthew E. Weeks
Title: Vice President

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, each of undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

HEICO ST ACQUISITION CORPORATION,
as Grantor

By: 

Name: Steven M. Frediani

Title: Vice President

[Signature Page to IP Security Agreement]


Accepted and Agreed:

ROYAL BANK OF CANADA,
as Administrative Agent

By: _____

Name:

Title:


Susan Khokher

Manager, Agency

By: _____

Name:

Title:

[Signature Page to IP Security Agreement]

TRADEMARK

REEL: 006806 FRAME: 0261

Schedule 1.

Patents and Trademarks

PATENTS

Assignee Per Public Records	Patent #/Application #	Related Product	Description	Status	Country
Shred-Tech Corporation	6,588,691	MDS GT w/S Scale	MOBILE DOCUMENT SHREDDER WITH RETRACTABLE LOADING TUNNEL AND LOAD CELL	Granted	USA
Shred-Tech Corporation	7,211,747	S Scale	BIN LIFTING AND WEIGHT SCALE ARRANGEMENT	Granted	USA
Shred-Tech Corporation	2,479,155	S Scale	BIN LIFTING AND WEIGHT SCALE ARRANGEMENT	Granted	CAN
Shred-Tech Corporation	7,891,592	All MDS	VIBRATORY HOPPER AND SHREDDER IN COMBINATION	Granted	USA
Shred-Tech Corporation	2,660,934	All MDS	VIBRATORY HOPPER AND SHREDDER IN COMBINATION	Granted	CAN
Shred-Tech Corporation	8,517,294	Hybrid MDS-26GT	MOTOR VEHICLE FOR COLLECTING PAPER AND HAVING BATTERY TO ASSIST IN PROPULSION (hybrid)	Granted	USA
Shred-Tech Corporation	8,137,045	MCS	BIN TUNNEL WITH COLLAPSIBLE SIDES	Granted	USA
Shred-Tech Corporation	2,621,827	MCS	BIN TUNNEL WITH COLLAPSIBLE SIDES	Granted	CAN
Shred-Tech Corporation	8,177,153	ST-15 Shredder	SIDE RAIL FOR A SHREDDER WITH EMBEDDED FINGERS	Granted	USA
Shred-Tech Corporation	2,653,287	ST-15 Shredder	SIDE RAIL FOR A SHREDDER WITH EMBEDDED FINGERS	Granted	CAN
Shred-Tech Corporation	10086380	MDX1	SHREDDING RECYCLABLE MATERIAL CONTAINING INFORMATION - (MDX1) was filed as PCT /IB2012/000201	Granted	USA
Shred-Tech Corporation	2,813,487	MDX1	SHREDDING RECYCLABLE MATERIAL CONTAINING INFORMATION - (MDX1)	Granted	CAN
Shred-Tech Corporation	9,598,235	MCS1	SECURE MOBILE MATERIAL COLLECTION SYSTEM WITH A TRANSIT LOADING APPARATUS	Granted	USA
Shred-Tech Corporation	15/910,944	BIN TIPPER	BIN TIPPER FOR LIFTING A COLLECTION BIN AND DEPOSITING MATERIAL CONTAINED IN THE COLLECTION BIN	In Process	USA
Shred-Tech Corporation	2,997,243	BIN TIPPER	BIN TIPPER FOR LIFTING A COLLECTION BIN AND DEPOSITING MATERIAL CONTAINED IN THE COLLECTION BIN	In Process	CAN

[Signature Page to IP Security Agreement]

TRADEMARKS

Owner of Record	Reference Number	Mark	Country
Shred-Tech Corporation	1479327	SHRED-TECH	USA
Shred-Tech Corporation	2189186	SHRED-TECH & DESIGN: blade design, with SHRED-TECH below	USA
Shred-Tech Corporation	2843571	Blade design, drawing only	USA
Shred-Tech Corporation	TMA326923	SHRED-TECH	CAN
Shred-Tech Corporation	TMA493195	SHRED-TECH & DESIGN: blade design, with SHRED-TECH below	CAN
Shred-Tech Corporation	TMA590569	Blade design, drawing only	CAN
Shred-Tech Corporation	1616204	Shred-Tech and Design: SHRED-TECH thru blades	CAN
Shred-Tech Corporation	5000893	Shred-Tech and Design: SHRED-TECH thru blades	USA
Shred-Tech Corporation	1570261	SHRED-VIEW	CAN
Shred-Tech Corporation	1570697	SHRED-VIEW & DESIGN: blade design, with SHRED-VIEW through the blade design.	CAN