

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553888

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
International Refills Company Limited		12/18/2019	Company: BARBADOS
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	250 Yonge St., 11th Floor		
Internal Address:	Agent Bank Services Canada		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3072391	LITTERLOCKER	
Registration Number:	3935439		
Serial Number:	88239900	WASTELOCKER	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128762837		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Tara Reedy Sliva		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15016741-007001		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	12/18/2019		
Total Attachments: 8			

OP \$90.00 3072391

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of December 18, 2019, between **BANK OF MONTREAL**, a bank chartered under the *Bank Act* (Canada) ("BMO"), in its capacity as administrative agent for and on behalf of the Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, "Agent") and **INTERNATIONAL REFILLS COMPANY LIMITED**, a Barbados company ("Grantor").

RECITALS

A. Le Holding Angelcare Inc., as borrower (the "Borrower"), BMO and the other financial institutions from time to time party thereto as lenders and Agent are entering into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. All of the Obligations are secured by the assets of Grantor including, without limitation, all of Grantor's patents, trademarks, copyrights and other intellectual property.

C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):

- a. any and all United States copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");
- b. all United States patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");
- c. any United States trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");
- d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
- e. any and all source code;

- f. any and all design rights which may be available to Grantor;
- g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

2. Grantor hereby confirms that the attached schedules of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

3. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Credit Document by electronic means shall be effective as delivery of an original executed counterpart of such Credit Document. The words "execution," "signed," "signature" and words of like import in any Credit Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5. This Agreement is a Credit Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

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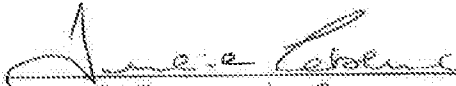
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

International Refills Company Limited
#1 Hythe Gardens, Welches
Christ Church, BB15034, Barbados

GRANTOR:

**INTERNATIONAL REFILLS COMPANY
LIMITED**

By: 
Name: Julie LeBlanc
Title: Director

Address of Agent:

Bank of Montreal
Agent Bank Services Canada
250 Yonge St., 11th Floor
Toronto, Ontario M5B 2L7

AGENT:

BANK OF MONTREAL, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

International Refills Company Limited
#1 Hythe Gardens, Welches
Christ Church, BB15034, Barbados

GRANTOR:

**INTERNATIONAL REFILLS COMPANY
LIMITED**

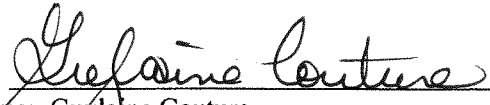
By: _____
Name: _____
Title: _____

Address of Agent:

Bank of Montreal
Agent Bank Services Canada
250 Yonge St., 11th Floor
Toronto, Ontario M5B 2L7

AGENT:

BANK OF MONTREAL, as Agent

By: 
Name: Guylaine Couture
Title: Managing Director


By: 
Name: Nicolas Vanier
Title: Managing Director

EXHIBIT A
COPYRIGHTS

None.


EXHIBIT B

PATENTS

DESCRIPTION	PATENT / APPLICATION NUMBER
Cassette and Apparatus for Use in Disposing Waste Materials into an Elongated Flexible Tube	62/175,970
Diaper Pail Cassette	29/537,350
Diaper Pail Cassette	29/641905
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	62/175,970
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	15/736895
Diaper Disposal Unit	D596364
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	7931150
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	8899420
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	15/146385
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	15/145977
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	15/146026
Cassette and Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	16/593582
Apparatus for Forming and Containing Waste Containing Packs	6722107
Cassette for Dispensing Pleated Tubing	6974029
Apparatus for Forming Waste Containing Packs	7617660
Film-Dispensing Cassette for Garbage	D615786
Film-Dispensing Cassette for Garbage	D614897
Waste Disposal Unit	D652189
Bag-Dispensing Device	D650622
Film-Dispensing Cassette and Rimmed Bag for Waste-Disposal Unit	8959880
Film-Dispensing Cassette and Rimmed Bag for Waste-Disposal Unit	14/530914
Bag Refill Unit for Waste-Disposal Device	D654738
Bag Refill Unit for Waste-Disposal Device	D661527
Waste-Disposal System for Film-Dispensing Units	10081489
Waste-Disposal Device	9598207

Waste-Disposal Device	9938045
Film-Dispensing Cassette for Garbage	D701056
Film-Dispensing Cassette for Garbage	D700788
Film-Dispensing Cassette for Garbage	D700789
Film-Dispensing Cassette for Garbage	D705566
Film-Dispensing Cassette for Garbage	D705568
Film-Dispensing Cassette for Garbage	D706055
Film-Dispensing Cassette for Garbage	D705567
Apparatus for Packing Disposable Objects into an Elongated Tube of Flexible Material	7406814
Decorative Sleeve for Garbage Container	D796768
Bag Roll Cassette and Method of Use	16/603113
Film Dispensing Cassette for Waste Disposal Device and Assembly thereof	62/734008

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER
LITTERLOCKER	Registration No. 3072391
KEY HOLE Design 	Registration No. 3,935,439
WASTELOCKER	Application No. 88/239,900