

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556704

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Angelcare Development Inc.		12/18/2019	Corporation: CANADA
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:	4457733	ANGELCARE	
Registration Number:	2361228	ANGELCARE	
Serial Number:	87635332	ANGELCARE	
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:	01/09/2020		
Total Attachments: 7			

OP \$90.00 4457733

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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 **ANGELCARE DEVELOPMENT INC.**, a corporation incorporated under the federal laws of Canada ("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.

[Remainder of page intentionally left blank.]

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

Address of Grantor:

Angelcare Development Inc.
201 boulevard de l'Industrie, Local 104
Candiac, Province of Quebec, J5R 6A6

GRANTOR:

ANGELCARE DEVELOPMENT INC.


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
Movement Detector Pad with Resilient Attachment	6652469
Baby Bath-Support Device	14/344359
Baby Bath Support	D674614
Bag Roll Cassette and Method of Use	16/603113
Bag Roll Cassette and Method of Use	62/734014
Film Dispensing Cassette for Waste Disposal Device	62/903273

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER
ANGELCARE	Registration No. 4,457,733
ANGELCARE	Registration No. 2,361,228
ANGELCARE	Application No. 87,635,332