

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonte Foods Limited		01/13/2020	Corporation:
RECEIVING PARTY DATA			
Name:	BANK OF NOVA SCOTIA		
Street Address:	44 King Street West		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4517077	PLATO'S	
CORRESPONDENCE DATA			
Fax Number:	4168656636		
<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:	416.865.2965		
Email:	bnakano@grllp.com		
Correspondent Name:	Robert Nakano c/o Gardiner Roberts LLP		
Address Line 1:	Suite 3600, 22 Adelaide St West		
Address Line 2:	Bay Adelaide Centre - East Tower		
Address Line 4:	Toronto, CANADA M5H 4E3		
NAME OF SUBMITTER:	Robert Nakano		
SIGNATURE:	/Robert Nakano/		
DATE SIGNED:	01/15/2020		
Total Attachments: 6			
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CH \$40.00 4517077

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT is made the 13th day of January, 2020.

B E T W E E N:

BANK OF NOVA SCOTIA
44 King Street West, Toronto, ON M5H 1H1
(hereinafter “**BNS**”)

OF THE FIRST PART,

- and -

BONTE FOODS LIMITED
615 Champlain St., Dieppe, NB E1A 7Z7
(hereinafter the “**Grantor**”)

OF THE SECOND PART.

WHEREAS, Grantor, as debtor, has issued a general security agreement dated as of January 13th, 2020 in favour of BNS, as lender (the “**Security Agreement**”), pursuant to which Grantor has granted a Security Interest (as defined in the Security Agreement) in assets of Grantor, including Intangibles (as defined in the Security Agreement), as continuing security for the payment of all past, present and future indebtedness and for the payment and performance of all other present and future obligations of Grantor to BNS.

WHEREAS, Grantor has agreed as a condition of the Security Agreement to execute this Agreement for recording with various Intellectual Property Offices in Canada and the United States, as relevant, and other governmental authorities, including other intellectual property offices in other jurisdictions.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

1.0 **GRANT OF SECURITY INTEREST**

Grantor pledges and grants to BNS, as part of the Security Interest, a security interest in all of Grantor’s right, title and interest in, to and under Grantor’s present and future intellectual property rights to its Intangibles (herein the “Intellectual Property Collateral”), the Intellectual Property Collateral including, without limitation, any and all of the following:

(1) All trademark rights, whether registered or not, trademark applications and trademark registrations, and the entire goodwill associated with such trademarks, including without limitation trademarks set forth in Schedule A attached hereto (collectively, the “Trademarks”);

(2) All patents and patent applications including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of same, including without limitation patents and patent applications set forth in Schedule B attached hereto (collectively, the “Patents”);

(3) All copyright rights, copyright applications, copyright registrations in each work or authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including without limitation copyrights set forth in Schedule C attached hereto (collectively, the “Copyrights”);

(4) All miscellaneous intellectual property not listed in Schedules A, B, or C above, set forth in Schedule D attached hereto (collectively, the “Miscellaneous Intellectual Property”), which may include any one or more of domain names, trade secrets, intellectual property in computer software and computer software products, design rights, and any mask works;

(5) All claims for damages by way of past, present and future infringements of any intellectual property rights in any Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect such damages for such use or infringement of any intellectual property rights therein;

(6) All licenses or other rights to use any of the Intellectual Property Collateral and any and all license fees and royalties arising from such use to the extent permitted by such license or rights; and

(7) All amendments, extensions, renewals and extensions of any of the Trademarks, Patents, Copyrights, or Miscellaneous Intellectual Property.

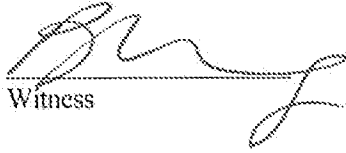
2.0 MISCELLANEOUS

(8) This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Intellectual Property Office in Canada, the United States and other jurisdictions, as relevant. Grantor authorizes and requests that such Intellectual Property Offices record this Agreement against the relevant Intellectual Property Collateral. Grantor agrees to execute, acknowledge and deliver any further assignments, transfers, documents, and things (including further schedules hereto) as may be reasonably requested by BNS in order to give effect to such recordal(s) and to pay all costs for searches and filings in connection therewith.

(9) This Agreement and the security interest is in addition to and not in substitution for any other security now or hereafter held by BNS and shall remain in full force and effect until the indebtedness of the Security Agreement has been paid in full. Grantor does hereby acknowledge and confirm that the grant of the security interest herein to BNS with respect to the Intellectual Property Collateral is more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered on the date set out above.


Witness





BONTE FOODS LTD.

Per:


Name: Augusto Pinna
Title: Secretary and Treasurer

I have authority to bind the Grantor

SCHEDULE A: TRADEMARKS

Canadian Trademarks	
App. No. / Reg. No.	Registrations
1797599 / TMA1047911	LUPREMA
1789550 / TMA1023063	DONAIR BITES
1736684 / TMA965303	CHRIS BROTHERS - Atlantic Canada's Deli - Logo 
1658296 / TMA914091	EAST COAST KITCHEN
1617983 / TMA933157	PLATO'S Gyros & Donair & Design 
1553110 / TMA843302	NATURE'S DELI
1363285 / TMA778953	POPCORN DONAIR
1363283 / TMA741827	CHRIS BROTHERS · Meats & Deli · Premium deli products since 1967. & Design 
1181820 / TMA630239	CASA DEL BONTÉ
1361687 / TMA750084	POPCORN PEPPERONI
1129381 / TMA612800	BONTÉ & Chef Design 
0733103 / TMA437703	CHRIS BROTHERS
0702037 / TMA449985	SPARTA
0741070 / TMA435420	PLATO'S
App. No.	Applications
1955272	ATLANTIC MEALS

1955968	DONAIR DIPPERS
1958495	POPCORN PEPPERONI
2005011	ATLANTIC CANADA'S DELI
	ZIPPERS

US Trademarks (Registered)	
Reg. No.	Trademark
4517077	PLATO'S

SCHEDULE B: PATENTS

NIL

SCHEDULE C: COPYRIGHTS

NIL

SCHEDULE D: MISCELLANEOUS INTELLECTUAL PROPERTY

Domain Names

atlanticrecipes.ca

bonte.ca

chris.ca

chrisbrand.ca

chrisbrothers.ca

chrisrecipes.ca

donairdipper.ca

donairdipper.com

donairdippers.ca

eastcoastkitchen.ca

platos.ca