

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIM VIDEO INTERNATIONAL INC.		04/24/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West, 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X1A1		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88662486	URBAN POWER SOURCE BY SIM	
Serial Number:	88662475	URBAN POWER SOURCE BY SIM	
Serial Number:	88662464	URBAN POWER SOURCE	
Serial Number:	88662496		
Serial Number:	88662507		
Serial Number:	87684772	METABANQ	
Serial Number:	87684777	METABANQ	
CORRESPONDENCE DATA			
Fax Number:	888 829581		
<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) 288-3586		
Email:	Results-UCCTeam2@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/ Gregory T. Pealer/		

OP \$190.00 88662486

DATE SIGNED:	04/27/2020
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Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SIM VIDEO INTERNATIONAL INC.

- Individual(s)
- Partnership
- Corporation- State: Ontario, Canada
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 24, 2020

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal, as Agent

Street Address: 100 King Street West, 11th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4112843

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



for Chapman and Cutler LLP

April 24, 2020

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK COLLATERAL AGREEMENT

This 24th day of April, 2020, SIM VIDEO INTERNATIONAL INC., a corporation incorporated under the laws of Ontario (the "*Debtor*") with its principal place of business and mailing address at 1 Atlantic Avenue, Suite 110, Toronto, Ontario, M6K 3E7, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL, a Canadian chartered bank ("*BMO*"), with its mailing address at 100 King Street West, 11th Floor, Toronto, Ontario M5X 1A1, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and permitted assigns (BMO acting as such administrative agent and any successor(s) or permitted assign(s) to BMO acting in such capacity being hereinafter referred to as the "*Administrative Agent*"), and grants to Administrative Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of the Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by the Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of the Debtor as defined in that certain General Security Agreement dated April 11, 2017 among the Debtor, the Administrative Agent and the other parties thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not take effect with respect to any applications by the Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"). When a Statement of Use is filed and accepted by the Trademark Office with respect to any such application, then that application shall cease to be exempted from this Trademark Collateral Agreement.

The Debtor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.


The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Sections 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

SIM VIDEO INTERNATIONAL INC.

By 
Name: Douglas J. Buchanan
Title: Secretary

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REGISTRATION NO.	GRANTED
None		

FEDERAL TRADEMARK APPLICATIONS

ITEM No.	MARKS	APPLICATION No.	APPLICATION DATE
F1	URBAN POWER SOURCE BY SIM (WORDS AND DESIGN)	88-662486	10/21/2019
F2	URBAN POWER SOURCE BY SIM (WORDS AND DESIGN)	88-662475	10/21/2019
F3	URBAN POWER SOURCE (STANDARD CHARACTER MARK)	88-662464	10/21/2019
F4	Name Not Available (DESIGN ONLY)	88-662496	10/21/2019
F5	Name Not Available (DESIGN ONLY)	88-662507	10/21/2019
F6	METABANQ (STANDARD CHARACTER MARK)	87-684772	11/14/2017
F7	METABANQ (STANDARD CHARACTER MARK)	87-684777	11/14/2017