

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pipp Mobile Storage Systems, Inc.		06/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada, as Agent		
Street Address:	70 York Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 1S9		
Entity Type:	banking corporation incorporated under the Bank Act (Canada): CANADA		
Name:	HSBC Bank Canada, as Lender		
Street Address:	70 York Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 1S9		
Entity Type:	banking corporation incorporated under the Bank Act (Canada): CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1089211	TRISTOR	
Registration Number:	1344473	PIPP	
Registration Number:	1214855	DENSTOR	
Serial Number:	88173351	GREENHAUS	
Registration Number:	5916260	CULTIVATION ELEVATED	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		

OP \$140.00 1089211

Address Line 4:	Ann Arbor, MICHIGAN 48104
NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	07/10/2020
Total Attachments: 7 source=Pipp Mobile - executed Agreement (Trademark) JUNE 16 2020#page1.tif source=Pipp Mobile - executed Agreement (Trademark) JUNE 16 2020#page2.tif source=Pipp Mobile - executed Agreement (Trademark) JUNE 16 2020#page3.tif source=Pipp Mobile - executed Agreement (Trademark) JUNE 16 2020#page4.tif source=Pipp Mobile - executed Agreement (Trademark) JUNE 16 2020#page5.tif source=Pipp Mobile - executed Agreement (Trademark) JUNE 16 2020#page6.tif source=Pipp Mobile - executed Agreement (Trademark) JUNE 16 2020#page7.tif	

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 16, 2020 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and HSBC Bank Canada, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of December 7, 2012 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Pipp Mobile Storage Systems, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of December 7, 2012, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loan) to the Borrower pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements

listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all IP Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or IP License, including any Trademark, Trademark registration or IP License referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any IP License.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral in accordance with the terms of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

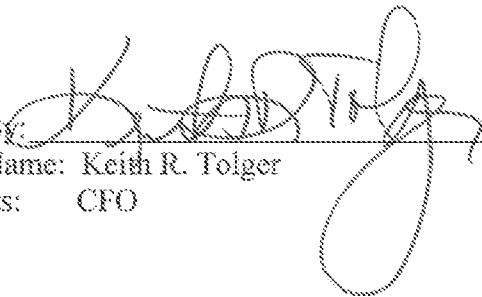
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


DEBTORS:

PIPP MOBILE STORAGE SYSTEMS, INC.


By: 
Name: Keith R. Tolger
Its: CFO

SECURED PARTY:

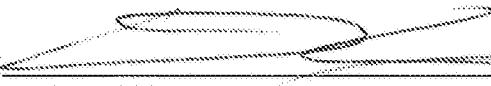
HSBC BANK CANADA, as Agent

By: 
Name: James Sinclair
Its: Vice President, Corporate Banking –
Montreal Island

HSBC BANK CANADA, as Lender

By: 
Name: James Sinclair
Its: Vice President, Corporate Banking –
Montreal Island

HSBC BANK CANADA, as Agent

By: 

Name: David Vautour

Its: Relationship Manager Corporate Banking

HSBC BANK CANADA, as Lender

By: 

Name: David Vautour

Its: Relationship Manager Corporate Banking

SCHEDULE L1

TRADEMARK COLLATERAL

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
TRISTOR	73/133026	7/5/77	1,089,211	4/11/78	Pipp Mobile Storage Systems, Inc. (a Delaware corp.)
PIPP	73/512953	12/10/84	1,344,473	6/25/85	Pipp Mobile Storage Systems, Inc. (a Delaware corp.)
DENSTOR	73/315351	6/18/81	1,214,855	11/2/82	Pipp Mobile Storage Systems, Inc. (a Delaware corp.)
GREENHA US	88/173351	10/29/18	n/a	n/a	Pipp Mobile Storage Systems, Inc. (a Michigan corp.)
CULTIVAT ION ELEVATE D	88/115477	9/13/18	5,916,260	11/19/19	Pipp Mobile Storage Systems, Inc. (a Michigan corp.)