

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tribus Services, Inc.		07/09/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	105, rue Saint- Jacques		
Internal Address:	3 ieme étage étage		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	88496752	TRIBUS SERVICES	
Serial Number:	88496749	TRIBUS SERVICES	
Serial Number:	88496755	SAFE. TRUSTED. COMMITTED.	
Serial Number:	88496756		
Serial Number:	88496758		
Serial Number:	88496760		
Serial Number:	88496762		
Serial Number:	88496763	DATAPRO	
Serial Number:	88496764	IMAGEPRO	
Serial Number:	88496766	FIELDPRO	
Serial Number:	88496769	PERFORMANCEPRO	
Serial Number:	88496771	SCHEDULEPRO	
Serial Number:	88496775	SAFETYPRO	
Serial Number:	88496780		
Serial Number:	88496783		
Serial Number:	88496787		
Serial Number:	88496791		
Serial Number:	88496794		

OP \$490.00 88496752

Property Type	Number	Word Mark
Serial Number:	88496799	

CORRESPONDENCE DATA

Fax Number: 3128767934

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.

Phone: 3128768000

Email: angelica.pogson@dentons.com

Correspondent Name: Dentons US LLP

Address Line 1: P.O. Box #061080

Address Line 2: Wacker Drive Station, Willis Tower

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Samuel Fifer
SIGNATURE:	/Samuel Fifer/
DATE SIGNED:	07/23/2020

Total Attachments: 9

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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 July 9, 2020, between **BANK OF MONTREAL**, a bank chartered under the Bank Act (Canada) (together with its successors and assigns, if any, "Bank"), and **TRIBUS SERVICES, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Reference is made to that certain third amended and consolidated credit agreement dated as of June 30, 2020 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"), among Olameter Inc., a corporation existing under the laws of Canada, and Olameter Corporation, a corporation existing under the laws of Michigan, (collectively, "Borrowers"), as borrowers, and Bank, as lender. 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 Bank hereby agree:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Bank 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 of America ("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 Bank 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:


Tribus Services, Inc.
c/o Olameter Inc.
2000 McGill College, Suite 500
Montréal QC H3A 3H3
Attention: Chief Financial Officer

Address of Bank:

Bank of Montreal
105, rue St. Jacques
3 ieme étage
Montréal Quebec, Canada H2Y 1L6
Attention: Frederic Poisson

GRANTOR:

TRIBUS SERVICES, INC.

By: 
Name: JAN PETERS
Title: PRESIDENT

BANK:

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

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:

Tribus Services Inc.
c/o Olameter Inc.
2000 McGill College, Suite 500
Montréal QC H3A 3H3
Attention: Chief Financial Officer

GRANTOR:

TRIBUS SERVICES, INC.

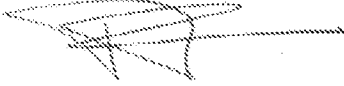
By: _____
Name: _____
Title: _____

Address of Bank:

Bank of Montreal
105, rue St. Jacques
3 ieme étage
Montréal Quebec, Canada H2Y 1L6
Attention: Frederic Poisson

BANK:

BANK OF MONTREAL


By: _____
Name: Frederic Poisson
Title: Managing Director



By: _____
Name: Richard Lajeunesse
Title: Managing Director & Team Lead

EXHIBIT A
COPYRIGHTS





None.

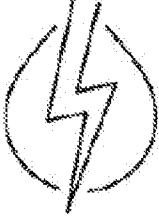

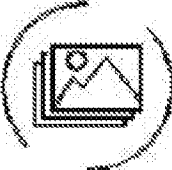
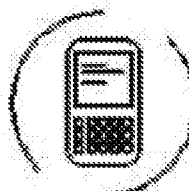
EXHIBIT B


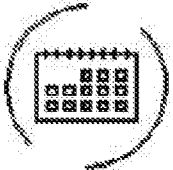
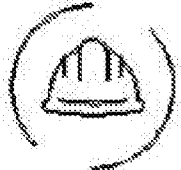
PATENTS

None.

EXHIBIT C
TRADEMARKS

<u>Nature of Right</u>	<u>Name or Description</u>	<u>Registration Office</u>	<u>Registration or Application No.</u>
Trademark	TRIBUS SERVICES	U.S. Patent and Trademark Office	88496752
Trademark		U.S. Patent and Trademark Office	88496749
Trademark	“SAFE. TRUSTED. COMMITTED.”	U.S. Patent and Trademark Office	88496755
Trademark	 (Black and White Electric/Water/Gas Design (Tribus))	U.S. Patent and Trademark Office	88496756
Trademark	 (Black and White Gas Design (Tribus))	U.S. Patent and Trademark Office	88496758
Trademark	 (Black and White Water Design (Tribus))	U.S. Patent and Trademark Office	88496760

Trademark	 <p>(Black and White Electric Design (Tribus))</p>	U.S. Patent and Trademark Office	88496762
Trademark	DATAPRO	U.S. Patent and Trademark Office	88496763
Trademark	IMAGEPRO	U.S. Patent and Trademark Office	88496764
Trademark	FIELDPRO	U.S. Patent and Trademark Office	88496766
Trademark	PERFORMANCEPRO	U.S. Patent and Trademark Office	88496769
Trademark	SCHEDULEPRO	U.S. Patent and Trademark Office	88496771
Trademark	SAFETYPRO	U.S. Patent and Trademark Office	88496775
Trademark	 <p>(DATAPRO design)</p>	U.S. Patent and Trademark Office	88496780
Trademark	 <p>(IMAGEPRO design)</p>	U.S. Patent and Trademark Office	88496783
Trademark	 <p>(FIELDPRO design)</p>	U.S. Patent and Trademark Office	88496787

Trademark	 (PERFORMANCEPRO design)	U.S. Patent and Trademark Office	88496791
Trademark	 (SCHEDULEPRO design)	U.S. Patent and Trademark Office	88496794
Trademark	 (SAFETYPRO design)	U.S. Patent and Trademark Office	88496799