

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Labrie Environmental Group Inc.		09/01/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BSP Agency, LLC		
Street Address:	9 West 57th Street, Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3862557	WITTKE	
Registration Number:	2686332	ALPHA	
Registration Number:	0681412	LEACH	
Registration Number:	5098405	LABRIE ENVIROQUIP GROUP	
Registration Number:	5098406	LABRIE LABRIE ENVIROQUIP GROUP	
Registration Number:	5193851	LABRIE	
Registration Number:	5084948	LABRIE PLUS	
Registration Number:	5144304	LABRIE	
Registration Number:	5080494	LEACH	
Registration Number:	5314539	LABRIEPLUS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	PRUDENTIAL TOWER, 800 BOYLSTON STREET		
Address Line 2:	Ropes & Gray LLP		

CH \$265.00 3862557

Address Line 4: BOSTON, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: 115504-0014-001

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /cmurray/

DATE SIGNED: 09/10/2020

Total Attachments: 10

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CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of September 1, 2020, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and BSP Agency, LLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, LEG Purchaser Inc., a Delaware corporation (“Topco Borrower”), LEG Merger Sub LLC, a Delaware limited liability company (“Merger Sub”), which, upon consummation of the Merger will be merged with and into Labrie Environmental Group, LLC, a Delaware limited liability company (the “Target” and, together with Topco Borrower and Merger Sub, collectively, and jointly and severally, the “Borrower” and each, a “Borrower”), and LEG Holdco Inc., a Delaware corporation (“Holdings”) have entered into the Credit Agreement, dated as of September 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the lenders party thereto and BSP Agency, LLC, as Administrative Agent and Collateral Agent. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Canadian Security Agreement, dated as of September 1, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the CIPO and/or the USPTO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security. Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired by the undersigned (the “Collateral”):

- (i) all Patents, including the patents and patent applications registered or filed with the CIPO or the USPTO set forth in Schedule A hereto (the “Patent Collateral”);
- (ii) all Trademarks, including the trademark and service mark registrations and applications registered or filed with the CIPO or the USPTO set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “Trademark Collateral”);

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications registered or filed with the CIPO or the USPTO set forth in Schedule C hereto (the "Copyright Collateral");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation. Each Grantor authorizes and requests that the CIPO, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO, AND ANY APPELLATE COURT THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

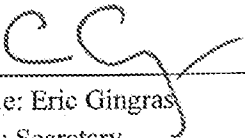
(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS IP SECURITY AGREEMENT MAY FILE

AN ORIGINAL COUNTERPART OR A COPY OF SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

LABRIE ENVIRONMENTAL GROUP INC.

By: 
Name: Eric Gingras
Title: Secretary

BSP AGENCY, LLC,
By: Benefit Street Partners L.L.C., its sole Member
as Collateral Agent

By: 

Name: Todd Marsh
Title: Authorized Signatory

**SCHEDULE A
PATENT COLLATERAL**

<u>Company</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No./ Application No.</u>	<u>Registration Date / Filing Date</u>
Equipment Labrie LTEE ¹	REFUSE COLLECTION VEHICLE WITH PENDULAR PACKING DEVICE AND REFUSE EJECTION SYSTEM	United States	6,854,949 / 10/134,570	12/17/2002 / 7/13/2000
EQUIPEMENT LABRIE LTEE ²	REFUSE COLLECTION VEHICLE WITH DUAL STORAGE CHUTE SYSTEM	Canada	2373724	<u>Filed Date:</u> February 28, 2002 <u>Issued:</u> May 19, 2009

¹ Change of name to Labrie Environmental Group Inc. to be filed.

² Change of name to Groupe Environnemental Labrie Inc. filed with the Patent Office on August 24, 2020.

**SCHEDULE B
TRADEMARK COLLATERAL**

Company	Trademark	Country	Registration No.	Registration Date
Groupe Environnemental Labrie Inc.	WITTKÉ & DESIGN	United States	3,862,557	10/19/2010
Groupe Environnemental Labrie Inc.	ALPHA	United States	2,686,332	02/11/2003
Groupe Environnemental Labrie Inc.	LEACH	United States	681,412	07/07/1959
Groupe Environnemental Labrie Inc.	LABRIE ENVIROQUIP GROUP	United States	5,098,405	12/13/2016
Groupe Environnemental Labrie Inc.	LABRIE ENVIROQUIP GROUP & DESIGN	United States	5,098,406	12/13/2016
Groupe Environnemental Labrie Inc.	LABRIE & DESIGN	United States	5,193,851	05/02/2017
Groupe Environnemental Labrie Inc.	LABRIE PLUS	United States	5,084,948	11/22/2016
Groupe Environnemental Labrie Inc.	LABRIE & OVAL DESIGN MARK	United States	5,144,304	02/21/2017
Groupe Environnemental Labrie Inc.	LEACH & DESIGN	United States	5,080,494	11/15/2016
Groupe Environnemental Labrie Inc.	LABRIE PLUS & DESIGN	United States	5,314,539	10/24/2017
Groupe Environnemental Labrie Inc.	LABRIE PLUS & DESIGN	Canada	TMA960796	01/23/2017
Groupe Environnemental Labrie Inc.	LABRIE PLUS	Canada	TMA935510	04/20/2016
Groupe Environnemental Labrie Inc.	LABRIE & DESIGN	Canada	TMA944318	07/27/2016
Groupe Environnemental Labrie Inc.	GROUPE ENVIRONNEMENTAL LABRIE & DESIGN	Canada	TMA724602	09/25/2008
Groupe Environnemental Labrie Inc.	LABRIE ENVIROQUIP GROUP & DESIGN	Canada	TMA944324	07/27/2016

Groupe Environnemental Labrie Inc.	LABRIE ENVIROQUIP GROUP & DESIGN	Canada	TMA944324	07/27/2016
Groupe Environnemental Labrie Inc.	GROUPE LABRIE ENVIROQUIP & DESIGN	Canada	TMA943637	07/19/2016
Groupe Environnemental Labrie Inc.	LABRIE ENVIROQUIP GROUP	Canada	TMA943638	07/19/2016
Groupe Environnemental Labrie Inc.	WITTKE	Canada	TMA790133	02/09/2011
Groupe Environnemental Labrie Inc.	PEGASUS	Canada	TMA369888	06/29/1990
Groupe Environnemental Labrie Inc.	MULTIMIZER	Canada	TMA836232	11/13/2012
Groupe Environnemental Labrie Inc.	LABRIE & LOGO	Canada	TMA949020	09/12/2016
Groupe Environnemental Labrie Inc.	LABRIE ENVIRONMENTAL GROUP & DESIGN	Canada	TMA723789	09/16/2008
Groupe Environnemental Labrie Inc.	DRIVE EXCELLENCE	Canada	TMA994977	04/20/2018
Groupe Environnemental Labrie Inc.	CROCODILE	Canada	TMA594786	11/14/2003
Groupe Environnemental Labrie Inc.	GROUPE LABRIE ENVIROQUIP	Canada	TMA943636	07/19/2016
Groupe Environnemental Labrie Inc.	LEACH & DESIGN	Canada	TMA936117	04/26/2016
Groupe Environnemental Labrie Inc.	LEACH	Canada	TMA663045	04/21/2006

**SCHEDULE C
COPYRIGHT COLLATERAL**

None.