

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM602618

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Infra Pipe Solutions Ltd.		10/09/2020	Company: BRITISH COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce, as Agent		
<b>Street Address:</b>	199 Bay Street, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Corporation: BRITISH COLUMBIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88159789		
<b>Serial Number:</b>	88159836	INFRAPIPE SOLUTIONS LTD.	
<b>Serial Number:</b>	88159839	INFRAPIPE	
<b>Serial Number:</b>	88159844	INFRA PIPE	
<b>Serial Number:</b>	88159850	INFRAPIPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123099507		
<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>			
<b>Phone:</b>	2128016488		
<b>Email:</b>	chius@gtlaw.com		
<b>Correspondent Name:</b>	Greenberg Traurig, LLP Attn: Sandy Chiu		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>ATTORNEY DOCKET NUMBER:</b>	126223.014900		
<b>NAME OF SUBMITTER:</b>	Sandy Chiu		
<b>SIGNATURE:</b>	/Sandy Chiu/		
<b>DATE SIGNED:</b>	10/13/2020		

CH \$140.00 88159789

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of October 9, 2020, between the **Infra Pipe Solutions Ltd.**, a company incorporated under the laws of British Columbia (the “**Grantor**”), in favor of **Canadian Imperial Bank of Commerce**, a corporation incorporated under the laws of British Columbia, located at 199 Bay Street, 4<sup>th</sup> Floor, Toronto, Ontario, Canada M5L 1A2, in its capacity as administrative agent for all of the Secured Creditors party to the Credit Agreement from time to time (in such capacity, and any successors and assigns thereto in such capacity, the “**Agent**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement or the Security Agreement (each as defined below), as applicable.

### RECITALS:

**WHEREAS**, the Grantor, Infra Pipe Solutions Holding LP, a limited partnership formed under the laws of Ontario, 1173701 B.C. LTD., a company incorporated under the laws of British Columbia, and certain other Credit Parties, the Agent, and lenders party thereto have entered into that certain Credit Agreement, dated August 31, 2018 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “**Credit Agreement**”);

**WHEREAS**, in connection with the Credit Agreement, the Grantor and the Agent have entered into that certain General Security Agreement, dated August 31, 2018 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of the Agent for itself and certain lenders; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, Grantor’s Trademarks (as defined below) and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Agent a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all United States trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to the trademark applications referred to in **Schedule 1** hereto, and all of the goodwill of the business associated with the use of and symbolized by the foregoing, together with the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes the Agent to file this Agreement with the U.S. Patent and Trademark Office for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor and requests that the Commissioner of Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of

which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 4. Governing Law.** THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

**Section 5. Forum Selection; Consent to Jurisdiction.** ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE CITY OF NEW YORK, BOROUGH OF MANHATTAN, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK; PROVIDED, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE AGENT’S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE GRANTOR AND THE AGENT EACH HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE GRANTOR FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF NEW YORK. THE GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**Section 6. Waiver of Jury Trial.** THE GRANTOR, THE AGENT AND EACH LENDER EACH HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

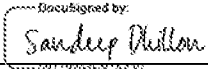
**Section 7. Amendments.** None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 9.2 of the Credit Agreement.

**Section 8. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.



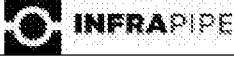
**INFRA PIPE SOLUTIONS LTD.,** as Grantor

By:  \_\_\_\_\_  
Name: Sandeep Dhillon  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

Trademark Applications

Trademark	Country	Status	Application Number	Application Date
Design 	US	Pending	88159789	10/18/2018
INFRAPIPE SOLUTIONS LTD. (design) 	US	Pending	88159836	10/18/2018
INFRAPIPE (design) 	US	Pending	88159839	10/18/2018
INFRA PIPE	US	Pending	88159844	10/18/2018
INFRAPIPE	US	Pending	88159850	10/18/2018

[Schedule 1 to Trademark Security Agreement]