

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Winkle Industries, Inc.		01/15/2021	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	BDC Capital Inc.		
Street Address:	5 Place Ville-Marie		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 5E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5177428	BULLET	
Registration Number:	4000936	LIFTSAFE	
Registration Number:	4368757	LIFTTECH INDUSTRIAL SERVICES	
Registration Number:	3649876	LIFTTRAX	
Registration Number:	3790859	OPTIGEN	
Registration Number:	4368945	OPTIMAG	
CORRESPONDENCE DATA			
Fax Number:			
<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:	240-392-0017		
Email:	requests@independencelegalsupport.com		
Correspondent Name:	Elsbeth Callahan		
Address Line 1:	PO Box 1807		
Address Line 4:	Greenbelt, MARYLAND 20768		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Melanie A. Fagan/		
DATE SIGNED:	01/19/2021		
Total Attachments: 5			

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GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS (“**Agreement**”), effective as of January 15, 2021 is made by WINKLE INDUSTRIES, INC., an Ohio corporation (“**Grantor**”), and BDC CAPITAL INC. (“**Secured Party**”).

Grantor has executed and delivered a Security Agreement, dated as of January 15, 2021 in favor of Secured Party (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Grantor has pledged and granted to Secured Party a continuing security interest in all Intellectual Property, including the Trademarks and Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Secured Party, as follows:

1. **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement or Loan Agreement referred to therein.

2. **Grant of Security Interest.** Grantor hereby pledges and grants a continuing security interest in, all of Grantor’s right, title and interest in, to and under the Trademarks and Patents described on Schedule A hereto (collectively, the “**Collateral**”), to Secured Party to secure payment, performance and observance of the Secured Obligations.

3. **Purpose.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Secured Party in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

4. **Acknowledgment.** Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, Guarantee and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

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.

WINKLE INDUSTRIES, INC.

DocuSigned by:
By: Rémi Beaudoin
Name: Rémi Beaudoin
Title: President

BDC CAPITAL INC.

DocuSigned by:
By: Hélène Morency
Name: Hélène Morency
Title: Its duly authorized representative

SCHEDULE A

**U.S. AND FOREIGN PATENT AND TRADEMARK REGISTRATIONS AND
APPLICATIONS AND U.S. AND FOREIGN EXCLUSIVE PATENT AND
TRADEMARK LICENSES**

Patents and Patent Licenses

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
WINKLE INDUSTRIES, INC.	US 10,033,171 BE		7/24/2018	

Trademarks and Trademark Licenses

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
WINKLE INDUSTRIES, INC.	BULLET		USPTO Registration No. 5,177,428		4/4/2017
	LiftSafe		USPTO Registration No. 4,000,936		7/26/2011
	LIFTTECH INDUSTRIAL SERVICES		USPTO Registration No. 4,368,757		7/16/2013
	LIFTRAX		USPTO Registration No. 3,649,876		7/7/2009
	OPTIGEN		USPTO Registration No. 3,790,859		5/18/2010
	OptiMag		USPTO Registration No. 4,368,945		7/16/2013

WINKLE INDUSTRIES, INC. - Website:

www.winkleindustries.com

www.proenengineering.com

www.lifttechindustrial.com

Schedule A