

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM623123

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Halcon Corporation		01/28/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal, as Agent		
<b>Street Address:</b>	5775 Yonge Street		
<b>Internal Address:</b>	Suite 1010		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X1A1		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5709072	HALLCON	
<b>Registration Number:</b>	6027359	HALLCON	
<b>Registration Number:</b>	6062645	ENHANCING THE LIVES OF PEOPLE ON THE MOV	
<b>Serial Number:</b>	90471982	THE HALLCON WAY	
<b>Serial Number:</b>	88717628	MSI	
<b>Serial Number:</b>	90471976	MHI	
<b>Serial Number:</b>	90471978	MOBILITY HEALTH INDEX	
<b>Serial Number:</b>	90471971	RIDER EXPERIENCE REDEFINED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	(312) 288-3586		
<b>Email:</b>	john.cunningham@wolterskluwer.com		
<b>Correspondent Name:</b>	Nancy Helm Brown		
<b>Address Line 1:</b>	2929 Allen Pkwy		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Nancy A. Zarazua		

OP \$215.00 5709072

<b>SIGNATURE:</b>	/Nancy A. Zarazua/
<b>DATE SIGNED:</b>	01/29/2021
<b>Total Attachments: 6</b>	
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source=12. Hallcon - IP Security Agreement (2021) 4813-2882-2745 v3 (00000002)#page2.tif	
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source=12. Hallcon - IP Security Agreement (2021) 4813-2882-2745 v3 (00000002)#page4.tif	
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source=12. Hallcon - IP Security Agreement (2021) 4813-2882-2745 v3 (00000002)#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated January 28, 2021, is made by Hallcon Corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the “Grantor”), in favor of Bank of Montreal (“BMO”), as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the “Agent”).

WHEREAS, the Grantor has entered into a Security Agreement dated as of July 28, 2015 (as amended, amended and restated, reaffirmed, supplemented or otherwise modified from time to time, the “Security Agreement”), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Secured Creditors, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Secured Creditors a security interest in all of the Grantor’s right, title and interest in and to the following (the “Trademark Collateral”):

- (a) the United States trademark and service mark registrations and applications set forth in Schedule A hereto, together with the goodwill symbolized thereby;
- (b) 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
- (c) 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.

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Trademark Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the 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 that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 5. 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.

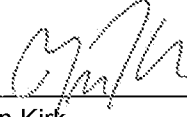
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

**HALLCON CORPORATION, as Grantor**

By:



Name: Brian Kirk

Title: Vice President

ACCEPTED and ACKNOWLEDGED by:

**BANK OF MONTREAL, as Agent**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

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

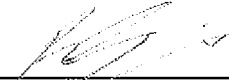
**HALLCON CORPORATION, as Grantor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED and ACKNOWLEDGED by:

**BANK OF MONTREAL, as Agent**

By:  \_\_\_\_\_  
Name: Francois Wentzel  
Title: Managing Director

By:  \_\_\_\_\_  
Name: Ryan Galpin  
Title: Director

Schedule A  
to  
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Filing Date</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Halcon Corporation	July 22, 2018	88047567	March 26, 2019	5709072
Halcon Corporation (logo)	August 13, 2019	88576834	April 7, 2020	6027359
The Halcon Way	January 18, 2021	90471982	N/A	N/A
Enhancing the lives of people on the move	August 13, 2019	88576843	May 26, 2020	6062645
MSI	December 6, 2019	88717628	N/A	N/A
MHI	January 18, 2021	90471976		
Mobility Health Index	January 18, 2021	90471978	N/A	N/A
Rider Experience Redefined	January 18, 2021	90471971	N/A	N/A

II. TRADEMARK APPLICATIONS

N/A