

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM656714

<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>
Good Harbour Laboratories Ltd.		05/07/2021	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pivot Financial Inc.		
<b>Street Address:</b>	25 Price Street		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M4W 1Z1		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3151404	URINE GONE	
<b>Registration Number:</b>	4413010	STREAM CLEAN	
<b>Registration Number:</b>	6206325	URINE GONE! PROCLEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	06/29/2021		
<b>Total Attachments: 7</b>			
source=6-29-2021 Good Harbour-TM#page2.tif			
source=6-29-2021 Good Harbour-TM#page3.tif			
source=6-29-2021 Good Harbour-TM#page4.tif			

CH \$90.00 3151404

source=6-29-2021 Good Harbour-TM#page5.tif

source=6-29-2021 Good Harbour-TM#page6.tif

source=6-29-2021 Good Harbour-TM#page7.tif

source=6-29-2021 Good Harbour-TM#page8.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, is entered into this 7<sup>th</sup> day of May, 2021 (the "Agreement") by and between GOOD HARBOUR LABORATORIES LTD., a corporation incorporated under the laws of the Province of Ontario (the "Grantor") and PIVOT FINANCIAL INC. (the "Secured Party").

### RECITALS

WHEREAS, the Secured Party and the Debtor have entered into a credit agreement dated as of the date hereof (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement") under which the Secured Party has made and will make loans and other credit facilities available to the Debtor..

WHEREAS, Grantor is entering into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, Grantor has granted Secured Party a security interest in, among other property, all of the Grantor's intellectual property.

WHEREAS, this Agreement is executed for the purpose of pledging Grantor's intellectual property as security for the Obligations of the Grantor owed Secured Party under the Credit Agreement, the Security Agreement and the other Loan Documents.

1. Grant of Security Interest. The Grantor hereby grants to Secured Party a security interest in and lien on all of the intellectual property assets owned by the Grantor, including without limitation all patents, trademarks, and copyrights set forth in **Exhibit 1**, attached hereto and incorporated herein by reference, wherever located and whether now owned or hereafter acquired, all source code associated with such intellectual property, all goodwill of the business of the Grantor connected with the use of, or otherwise symbolized by, such intellectual property, all rights to sue for infringement of such intellectual property, and all parts, replacements, substitutions, profits, products, amendments, updates and cash and non-cash proceeds of any of the foregoing (including insurance proceeds, of any kind, including those payable by reason of loss or damage thereto) in any form and wherever located, and all written or electronically recorded books and records relating to any such assets and other rights relating thereto, wherever located and whether now owned or hereafter acquired (collectively, the "IP Collateral").

2. Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. If there is a conflict between the definitions, terms or provisions of this Agreement and the Security Agreement, the applicable definitions, terms or provisions of the Security Agreement shall control. The rights and remedies of Secured Party with respect to the IP Collateral are as provided by the Security Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**GRANTOR:**

GOOD HARBOUR LABORATORIES LTD., an Ontario corporation

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

Agreed and accepted:

**SECURED PARTY:**

PIVOT FINANCIAL INC.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**GRANTOR:**

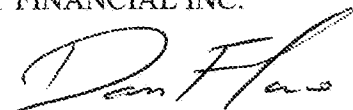
GOOD HARBOUR LABORATORIES LTD., an  
Ontario corporation

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

Agreed and accepted:

**SECURED PARTY:**

PIVOT FINANCIAL INC.

By:   
Name: DAN FLARO  
Title: President

**EXHIBIT 1**

List of Patents, Trademarks, and Copyrights

**Trademarks**

<b>Work Mark</b>	<b>Registration #</b>
URINE GONE	3151404
STREAM CLEAN	4413010
URINE GONE! PROCLEAN	6206325

**URLs**

Goodharbourlabs.com  
Cablehousecapital.com  
Cablehouseholdings.com  
Urinegone.com  
Urinegoneproclean.com  
Urinegonepro.com  
Ugproclean.com  
Streamcleannow.com  
Trystreamclean.com  
Getstreamclean.com  
Buystreamclean.com

**PATENTS**

None

Exhibit 1



**COPYRIGHTS**

None

Exhibit 1