

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM685210

<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>
APN INC.		07/22/2021	Corporation: CANADA
APN MONDIAL INC.		07/22/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada		
<b>Street Address:</b>	1155 METCALFE STREET, 23RD FLOOR		
<b>City:</b>	Montréal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B 4S9		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88697995	APNGLOBAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022801177		
<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>	9042472620		
<b>Email:</b>	eastdocket@holleymenker.com		
<b>Correspondent Name:</b>	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
<b>Address Line 1:</b>	PO Box 331937		
<b>Address Line 4:</b>	ATLANTIC BEACH, FLORIDA 32233		
<b>NAME OF SUBMITTER:</b>	James R. Menker		
<b>SIGNATURE:</b>	/jmenker/		
<b>DATE SIGNED:</b>	11/02/2021		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this Agreement), dated as of July 22, 2021, is made by APN INC. and APN MONDIAL INC. (collectively, the Grantors) in favor of National Bank of Canada, as lender (the Secured Party).

### WITNESSETH:

WHEREAS the Grantors are the registered owner of:

(i) the Canadian trademark, patents and trademark applications listed in Schedule "A" hereto (collectively, the **Canadian IP**);

(ii) the United States trademark, patents and trademark application listed in Schedule "B" hereto (collectively, the **US IP** and collectively with the Canadian IP, the **Intellectual Property**);

WHEREAS the Secured Party and each Grantor have entered into that certain deed of hypothec dated as of July 13, 2021, as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which each Grantor granted to the Secured Party a hypothec on, among other things, the Intellectual Property it owns;

WHEREAS the Grantors and the Secured Party have registered (and rendered opposable against third parties) the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Quebec; and

WHEREAS the Grantors and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the hypothec created thereunder on the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

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

1. Each Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, each Grantor has granted to and in favour of the Secured Party a hypothec on, among other things, the Intellectual Property it owns.
2. Each Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the hypothec on the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. Each Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Patents.
4. Each Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US IP.
5. Upon termination of the Security Document, the Secured Party shall, upon written request of any Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing and in a form

recordable with CIPPO and the USPTO releasing the hypothec of the Secured Party on the Intellectual Property created pursuant to the Security Document.

6. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart of this Agreement by PDF or by other electronic means shall be as effective as delivery of a manually executed counterparts and shall be effective as of the formal date hereof.
7. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
8. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

APN INC.  
as Grantor

By: 

Name: Yves Proteau  
Title: President

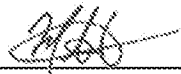
APN MONDIAL INC.  
as Grantor

By: 

Name: Yves Proteau  
Title: President

[Signatures continue on next page]

NATIONAL BANK OF CANADA  
as Secured Party

By:   
Name: Martin Genest  
Title: Director

**SCHEDULE "A"**

[NTD: Transfers from APN-AFP to APN to be effective as of June 30, 2021.]

(i) APN INC.

**CANADIAN TRADEMARK**

	<b>Trademark</b>	<b>Application Number &amp; Application Date</b>	<b>Registration Number and Registration Date</b>
1.	AFP (& DESSIN)  Analytical Flow Products	App 1364044 App 18-SEP-2007	Reg TMA720986 Reg 14-AUG-2008

**CANADIAN PATENTS**

	<b>Patent No.</b>	<b>Title</b>	<b>Filing Date</b>
1.	2631892	DIAPHRAGM-SEALED VALVE, ANALYTICAL CHROMATOGRAPHIC SYSTEM AND METHOD USING THE SAME	2005-02-22
2.	2577824	ROTARY VALVE AND ANALYTICAL CHROMATOGRAPHIC SYSTEM USING THE SAME	2004-08-25
3.	2770970	IMPROVED FITTING COMPONENT, FERRULE AND NUT	2012-03-02
4.	2735807	TEMPERATURE COMPENSATED VALVE FOR GAS CHROMATOGRAPHY	2009-09-08
5.	2863891	DIAPHRAGM-SEALED VALVE WITH IMPROVED ACTUATOR DESIGN	2013-02-18
6.	2718301	ANALYTICAL CHROMATOGRAPHIC METHOD	2005-02-22
7.	2690617	DIAPHRAGM-SEALED VALVE HAVING INTERMEDIATE COMMUNICATION PORTS	2008-07-10

(ii) APN MONDIAL INC.

CANADIAN TRADEMARK APPLICATIONS

	Trademark	Application Number & Application Date	Registration Number and Registration Date
1.	META4.0	App 1965086 App 27-MAY-2019	--
2.	APNGLOBAL	App 1965087 App 27-MAY-2019	--



SCHEDULE "B"

(i) APN INC.

US TRADEMARK

NIL

US PATENTS

US PATENTS	Status	Application No.	Patent No	Filing Date	Title
1.	Registered Design Patent	29/558,223	D788,268	03/16/16	ROTARY VALVE
2.	Granted	10/957,560	7,503,203	10/01/04	ROTARY VALVE AND ANALYTICAL CHROMATOGRAPHIC SYSTEM USING THE SAME
3.	Granted	11/064,501	7,216,528	02/22/05	DIAPHRAGM-SEALED VALVE, ANALYTICAL CHROMATOGRAPHIC SYSTEM AND METHOD USING THE SAME
4.	Granted	12/170,853	8,104,506	07/10/08	DIAPHRAGM-SEALED VALVE HAVING INTERMEDIATE COMMUNICATION PORTS
5.	Granted	12/329,402	7,931,043	12/05/08	DIAPHRAGM-SEALED VALVE WITH PROCESS PURGING GROOVE
6.	Granted	12/555,323	8,794,594	09/08/09	TEMPERATURE COMPENSATED VALVE FOR GAS CHROMATOGRAPHY
7.	Granted	13/132,918	8,469,057	12/07/09	DIAPHRAGM-SEALED VALVE HAVING A LOCKING MECHANISM
8.	Granted	13/256,381	8,851,452	09/08/09	SELF-ALIGNED PLUNGER FOR CHROMATOGRAPHIC VALVE
9.	Granted	13/498,789	9,004,449	09/30/10	CONICAL ROTARY VALVE FOR

US PATENTS	Status	Application No.	Patent No	Filing Date	Title
					CHROMATOGRAPHIC APPLICATIONS
10.	Granted	14/377,670	9,377,444	02/18/13	DIAPHRAGM-SEALED VALVE WITH IMPROVED ACTUATOR DESIGN
11.	Granted	14/420,180	9,435,440	07/31/13	VALVE WITH A LOADING VARYING MECHANISM, AND METHOD OF OPERATING THE SAME
12.	Granted	15/231,149	10,428,960	08/08/16	VALVE WITH A LOAD VARYING MECHANISM, AND METHOD OF OPERATING THE SAME

(ii) APN MONDIAL INC.

**US TRADEMARK APPLICATION**

Trademark	Application Number & Application Date	Registration Number and Registration Date
1. APNGLOBAL	App 88697995 App 19-NOV-2019	-