

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM699903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORTNINE US HOLDINGS, INC.		12/23/2021	Corporation: DELAWARE
DEFENDER INDUSTRIES, INC.		12/23/2021	Corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	500 Place d'Armes		
Internal Address:	26th Floor, Transit: 0897-1		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	bank governed by the Bank Act (Canada): CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5121898	DEFENDER.COM	
Registration Number:	5121899	DEFENDER	
Registration Number:	2060258	DEFENDER	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	(716)856-4000		
Email:	ipdocketing@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	140 PEARL STREET		
Address Line 2:	SUITE 100		
Address Line 4:	BUFFALO, NEW YORK 14202		
NAME OF SUBMITTER:	Blair K. Andrews		
SIGNATURE:	/blair k andrews/		
DATE SIGNED:	01/05/2022		

OP \$90.00 5121898

Total Attachments: 6

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PLEDGE SUPPLEMENT (INTELLECTUAL PROPERTY)

For valuable consideration as further described in the US Security Agreement supplemented hereby, **FORTNINE US HOLDINGS, INC.**, a Delaware corporation with an address at c/o Novacap Industries V, L.P., 3400, rue de l'Eclipse, Bureau 700, Brossard, Quebec, Canada, J4H 4A6 and **DEFENDER INDUSTRIES, INC.**, a Connecticut corporation with an address at 42 Great Neck Road, Waterford, Connecticut 06385 (collectively the "**Grantors**" and each individually a "**Grantor**"), agrees with **NATIONAL BANK OF CANADA**, a bank governed by the Bank Act (Canada), as Administrative Agent for the Secured Creditors and having an address at 500 Place d'Armes, 26th Floor, Transit: 0897-1, Montreal, Quebec, Canada, H2Y 2W3 (the "**Administrative Agent**"), as follows:

SECTION 1. DEFINITIONS.

In this Agreement, the following terms shall have the following meanings (capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement as defined below):

"**Security Agreement**" means that certain US Security Agreement, dated December 23, 2021, from the Grantors to the Administrative Agent, as amended and supplemented from time to time.

"**Copyright Licenses**" means any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder).

"**Copyrights**" means all United States and foreign copyrights (including Community designs), including, without limitation, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"**Intellectual Property**" means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"**Patent Licenses**" means all agreements providing for the granting of any right in or to Patents (whether such Grantor is licensee or licensor thereunder).

"**Patents**" means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, without limitation: (i) each patent and patent application referred to in Exhibit A-I hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"**Trademark Licenses**" means any and all agreements to which any Grantor is a party providing for the granting of any right in or to Trademarks (whether a Grantor is licensee or licensor thereunder).

"**Trademarks**" means all United States and foreign trademarks, 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, all registrations and applications for any of the foregoing including, without limitation: (i) the registrations and applications referred to in Exhibit A-II hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of

the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“**Trade Secret Licenses**” means any and all agreements to which any Grantor is a party providing for the granting of any right in or to Trade Secrets (whether a Grantor is licensee or licensor thereunder).

“**Trade Secrets**” means all trade secrets and all other confidential or proprietary information and know-how whether or not such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including, without limitation,: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. REAFFIRMATION OF US SECURITY AGREEMENT; SUPPLEMENTAL GRANT OF SECURITY INTEREST.

2.1 Each Grantor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, without limitation, the grant by each Grantor of a security interest in all Intellectual Property included in the Collateral, as such term is defined in the Security Agreement.

2.2 Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, each Grantor grants to the Administrative Agent a security interest in, and assigns, pledges and hypothecates to the Administrative Agent, all right, title and interest of each Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in the Perfection Certificate or any supplement thereto hereafter delivered to the Administrative Agent by each Grantor, (i) Intellectual Property (including, without limitation, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement), (ii) Supporting Obligations incident to, arising or accruing pursuant to or otherwise relating to any Intellectual Property, whether arising or accruing from any action taken by each Grantor or the Administrative Agent or otherwise, (iii) Proceeds, other proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) Records relating to any of the things referred to in any of the foregoing clauses.

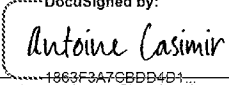
SECTION 3. GOVERNING LAW.

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, without limitation, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

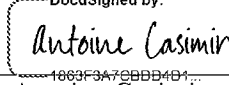
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Dated December 23, 2021

FORTNINE US HOLDINGS, INC.

By: DocuSigned by:

Name: Antoine Casimir
Title: Chairman of the Board

DEFENDER INDUSTRIES, INC.

By: DocuSigned by:

Name: Antoine Casimir
Title: Chairman of the Board

[Pledge Supplement (Intellectual Property) Agreement – Signature Page]

EXHIBIT A-I (PATENTS)

None.

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

<u>Name of Grantor</u>	<u>Registration or Application Number</u>	<u>Date</u>	<u>Title</u>
Defender Industries, Inc.	5121898	10/19/2015	Defender.com
Defender Industries, Inc.	5121899	10/19/2015	Defender
Defender Industries, Inc.	2060258	08/23/1994	Defender

EXHIBIT A-III (COPYRIGHTS)

<u>Name of Grantor</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Title</u>
Defender Industries, Inc.	TX 8-564-566	01/18/2018	Marine Buyers' Guide
Defender Industries, Inc.	TX 8-619-320	08/23/2018	Marine Buyers' Guide
Defender Industries, Inc.	TX 8-940-124	03/03/2021	Marine Buyers' Guide
Defender Industries, Inc.	TX 5-069-846	10/05/1999	Marine Buyers' Guide
Defender Industries, Inc.	TX 3-578-338	07/13/1993	Marine Buyers' Guide
Defender Industries, Inc.	TX 3-273-340	03/06/1992	Marine Buyers' Guide
Defender Industries, Inc.	TX 3-078-776	04/30/1991	Marine Buyers' Guide
Defender Industries, Inc.	TX 2-830-208	05/22/1990	Marine Buyers' Guide
Defender Industries, Inc.	TX 2-520-431	03/13/1989	Marine Buyers' Guide
Defender Industries, Inc.	TX 2-278-771	03/11/1988	Marine Buyers' Guide
Defender Industries, Inc.	TX 2-060-806	04/10/1987	Marine Buyers' Guide
Defender Industries, Inc.	TX 1-816-865	05/15/1986	Marine Buyers' Guide
Defender Industries, Inc.	TX 1-591-937	03/14/1985	Marine Buyers' Guide
Defender Industries, Inc.	TX 1-410-246	05/08/1984	Marine Buyers' Guide