

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Municipal Products (U.S.), Inc.		12/16/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada		
Street Address:	70 York Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 1S9		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6212333	PROMELT PLUS	
Registration Number:	6032887	PROGUARD PLUS	
Registration Number:	5182044	PROMELT EXTREME	
Registration Number:	5182043	PROMELT ENHANCED	
Registration Number:	5182042	PROMELT ESSENTIAL	
Registration Number:	5176823	PROPATCH COLD MIX	
Registration Number:	5032533	PROGUARD CAL	
Registration Number:	5032532	PROGUARD MAG	
Registration Number:	5032531	PROMELT ULTRA	
Registration Number:	5032530	PROMELT CAL	
Registration Number:	5032529	PROMELT MAG	
Registration Number:	5004150	MAGIC-0 BY PROMELT	
Registration Number:	3980444	PROMELT ULTRA	
Registration Number:	3834149	INNOVATIVE SURFACE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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>			

OP \$365.00 6212333

Phone: 14168657697
Email: jkkim@torys.com
Correspondent Name: Torys LLP
Address Line 1: 79 Wellington Street West
Address Line 2: 30th Floor, Box 270, TD South Tower
Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER: Julie Kim

SIGNATURE: /JULIE KIM/

DATE SIGNED: 03/31/2022

Total Attachments: 4

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**CONFIRMATION OF SECURITY INTEREST IN
TRADE MARKS AND RELATED INTELLECTUAL PROPERTY**

THIS AGREEMENT executed as of the 16th day of December, 2021

RECITALS:

- (a) The credit agreement dated on the date hereof (the “**Credit Agreement**”) between, inter alios, Innovative Surface Solutions LP and the other borrowers party thereto from time to time (collectively, the “**Borrowers**”), as borrowers, the Lenders (as such term is defined in the Credit Agreement) and HSBC Bank Canada, in its capacity as administrative agent for and on behalf of the Lenders (in such capacity, the “**Agent**”);
- (b) The Agent and the Lenders are collectively referred to herein as the “**Secured Parties**”;
- (c) Innovative Municipal Products (U.S.), Inc. (the “**Debtor**”), a corporation duly incorporated pursuant to the laws of the State of Delaware, is the owner of the trademarks and other intellectual property set forth in Exhibit “**A**”, the registrations and applications for such trademarks and intellectual property identified therein and the underlying goodwill associated with such trademarks and intellectual property (collectively, the “**Intellectual Property**”); and
- (d) The Agent, a Canadian chartered bank with offices at 70 York Street, Toronto, Ontario, M5J 1S9, has entered into an agreement with the Debtor, as reflected by a separate document entitled “General Security and Pledge Agreement” dated on or about the date hereof (as the same may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the “**Security Agreement**”), by which the Debtor granted to the Agent, for the benefit of the Secured Parties a security interest in certain property, including the Intellectual Property, in consideration of the provision of certain credit facilities to the Borrowers.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the grant to the Agent, for the benefit of the Secured Parties, of a security interest in and to the Intellectual Property. This Confirmation shall be governed by the laws of the State of New York without giving effect to the conflicts of laws principles thereof.

[Remainder of page intentionally left blank; signature page follows.]

DATED as of the date and year first written above.

**INNOVATIVE MUNICIPAL PRODUCTS
(U.S.), INC.**

By: 

Name: Matthew Segal
Title: Director

By: _____
Name:
Title: