

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753592

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Skyservice Investments Inc. | | 08/31/2022 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | HSBC Bank Canada | | |
| Street Address: | 16 York Street | | |
| Internal Address: | Suite 500 | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J 0E6 | | |
| Entity Type: | Chartered Bank: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97283230 | S | |
| Registration Number: | 2225935 | SKYSERVICE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6137839690 | | |
| <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: | 6137839644 | | |
| Email: | anna.clark@dentons.com | | |
| Correspondent Name: | Anna Clark | | |
| Address Line 1: | 99 Bank Street | | |
| Address Line 2: | Suite 1420 | | |
| Address Line 4: | Ottawa, CANADA K1P 1H4 | | |
| NAME OF SUBMITTER: | Anna Clark | | |
| SIGNATURE: | /Anna Clark/ | | |
| DATE SIGNED: | 09/06/2022 | | |
| Total Attachments: 5 | | | |
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| source=US IP Security Agreement - Skyservice#page2.tif | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Date: August 31, 2022

WHEREAS Skyservice Investments Inc. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has entered into a credit agreement dated August 18, 2022 between, inter alios, the Debtor, as a borrower, HSBC Bank Canada, as administrative agent (in such capacity, the "**Agent**"), and the lenders party thereto.

AND WHEREAS the Debtor has delivered a security agreement dated August 18, 2022 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to the Agent (the "**Secured Party**");

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges hypothecates and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor including all of its present and future goodwill of the businesses with which the Intellectual Property is associated, intellectual property and claims and causes of action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this agreement with the United States Patent and Trademark Office to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this agreement may be recorded with the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this agreement is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.

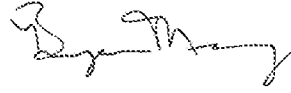
This agreement may be executed by facsimile, pdf or electronic transmission, and any signature contained hereon by facsimile, pdf or electronic transmission shall be deemed to be equivalent to an original signature for all purposes.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

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

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

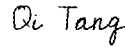
SKYSERVICE INVESTMENTS INC.



By: _____

name: Benjamin Murray

title: President & CEO



By: _____
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name: Qi Tang

title: CFO

HSBC BANK CANADA, as Agent

By: _____

name:

title:

By: _____

name:

title:


IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

SKYSERVICE INVESTMENTS INC.


By: _____
name:
title:

By: _____
name:
title:

HSBC BANK CANADA, as Agent



Scott Morrison (Aug 26, 2022 12:32 EDT)
By: _____
name: Scott Morrison
title: Director, Large Corporate Banking



Jesse Macmasters (Aug 26, 2022 14:42 EDT)
By: _____
name: Jesse Macmasters
title: Head of Large Corporate Banking, Ontario & Atlantic

SCHEDULE "A"

United States - Trademarks

| Ref. | Mark/SN/RN | Status/Key Dates |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p data-bbox="483 457 592 485"><u>S Design</u></p>  <p data-bbox="483 737 654 793">RN: N/A SN: 97283230</p> | <p data-bbox="829 457 928 485">Pending</p> <p data-bbox="829 520 1040 548">Filed: 2022-02-24</p> |
| 2 | <p data-bbox="483 961 654 989"><u>SKYSERVICE</u></p> <p data-bbox="483 1024 654 1081">RN: 2225935 SN: 75427052</p> | <p data-bbox="829 961 959 989">Registered</p> <p data-bbox="829 1024 1110 1081">Filed: 1998-02-02 Registered: 1999-02-23</p> |