

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The International Group, Inc.		06/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 King Street West, 50th Floor		
City:	Toronto		
State/Country:	CANADA		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97053646	TRI-CERA	
Serial Number:	90398639	SYNERTIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	610-840-0286		
Email:	asilverman@macelree.com		
Correspondent Name:	Andrew Silverman		
Address Line 1:	17 W Miner Street		
Address Line 4:	West Chester, PENNSYLVANIA 19382		
NAME OF SUBMITTER:	Andrew Silverman		
SIGNATURE:	/Andrew Silverman/		
DATE SIGNED:	10/18/2022		
Total Attachments: 7			
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SECURITY AGREEMENT SUPPLEMENT
(TRADEMARK)

THIS SECURITY AGREEMENT SUPPLEMENT (TRADEMARK), dated as of June 14, 2022, (together with all amendments, restatements, supplements, and other modifications, if any, from time to time hereafter made hereto, this “Agreement”), is by and among THE INTERNATIONAL GROUP, INC., an Ontario corporation (“IGI Ontario”), THE INTERNATIONAL GROUP, INC., a Delaware corporation (“U.S. Borrower”; together with IGI Ontario and their respective successors and assigns, the “Debtors”), and THE BANK OF NOVA SCOTIA, a Canadian chartered bank (together with its successors and assigns, the “Secured Party”).

W I T N E S S E T H :

WHEREAS, pursuant to a Fifth Amended and Restated Credit Agreement, dated as of December 15, 2021 (together with all amendments, restatements, supplements, and other modifications, if any, from time to time thereafter made thereto, the “Credit Agreement”), among the Debtors and a predecessor of IGI Ontario, 1000032258 Ontario Inc., an Ontario corporation, and the Secured Party, the Secured Party has established Credit Facilities to extend loans and other financial accommodations to the Debtors;

WHEREAS, in connection with the Credit Agreement, (a) IGI Ontario has executed and delivered an Amended and Restated Security Agreement, dated as of December 15, 2021 (together with all amendments, restatements, supplements, and other modifications, if any, from time to time hereafter made thereto, the “IGI Ontario Security Agreement”), and (b) U.S. Borrower has executed and delivered a Second Amended and Restated Security Agreement, dated as of December 15, 2021 (together with all amendments, restatements, supplements, and other modifications, if any, from time to time hereafter made thereto, the “U.S. Borrower Security Agreement”; together with the IGI Ontario Security Agreement, the “Security Agreements”);

WHEREAS, as contemplated by the Security Agreements, the Debtors are required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in each Security Agreement);

WHEREAS, the Debtors have duly authorized the execution, delivery, and performance of this Agreement; and

WHEREAS, it is in the best interests of each Debtor to execute this Agreement inasmuch as each Debtor will derive substantial direct and indirect benefits from the loans and other financial accommodations made from time to time to the Debtors by the Secured Party pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make, maintain, continue, convert, and rollover loans and other financial accommodations to the Debtors under the Credit Agreement, the parties hereto hereby agree as follows:

SECTION 1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in each Security Agreement, as applicable.

SECTION 2. *Grant of Security Interest.* For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Debtors hereby grant to the Secured Party a security interest in all of the following property (the "Trademark Collateral"), whether now existing or hereafter acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by each Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. *Security Agreement.* This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to the Secured Party under the Security Agreements. Each Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. *Release of Security Interest.* Upon payment in full of all Obligations and the termination of all commitments of the Secured Party to any Debtor, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. *Acknowledgment.* Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

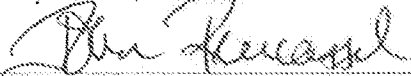
SECTION 6. *Loan Document, etc.* This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. *Counterparts.* This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Signature page follows.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE INTERNATIONAL GROUP, INC., an Ontario corporation, *as a Debtor*

By 
Name: *John Raucassel*
Title: *President*

Address:
50 Salome Drive
Agincourt, ON M1S 2A8
Facsimile No.: (416) 293 0617

THE INTERNATIONAL GROUP, INC., a Delaware corporation, *as a Debtor*

By 
Name: *John Raucassel*
Title: *President*

Address:
50 Salome Drive
Agincourt, ON M1S 2A8
Facsimile No.: (416) 293 0617

THE BANK OF NOVA SCOTIA, *as Secured Party*

By _____
Name:
Title:

Address:
Scotia Plaza Commercial Banking Centre
40 King Street West, 50th Floor
Toronto, Ontario M5H 1H1
Attention: Barry Kelterborn, Director
Facsimile No.: (416) 933-3291

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE INTERNATIONAL GROUP, INC., an Ontario corporation, *as a Debtor*

By _____
Name:
Title:

Address:
50 Salome Drive
Agincourt, ON M1S 2A8
Facsimile No.: (416) 293 0617

THE INTERNATIONAL GROUP, INC., a Delaware corporation, *as a Debtor*

By _____
Name:
Title:

Address:
50 Salome Drive
Agincourt, ON M1S 2A8
Facsimile No.: (416) 293 0617

THE BANK OF NOVA SCOTIA, *as Secured Party*

By  _____
Name: Barry Kelterborn
Title: Director

By  _____
Name: Nick Giarratano
Title: Director

Address:
Scotia Plaza Commercial Banking Centre
40 King Street West, 14th Floor
Toronto, Ontario M5H 1H1
Attention: Barry Kelterborn, Director
Facsimile No.: (416) 933-3291

Item A. Trademarks

Registered Trademarks

Attachment I

<u>Country</u>	<u>Trademark</u>	<u>Application / Registration No.</u>	<u>Application / Registration Date</u>	<u>Owner</u>
US	ACCUMELT	5296400	9/26/2017	The International Group, Inc.
US	ACCUCID	4441334	11/26/2013	The International Group, Inc.
US	AQUABAN	2673734	1/14/2003	The International Group, Inc. (Ontario)
US	ASTORLITE	2412152	12/12/2000	The International Group, Inc.
US	ASTORSTAT	2347376	5/2/2000	The International Group, Inc.
US	DURAFLLUT	3705782	11/3/2009	The International Group, Inc. (Ontario)
US	EVACOTE	1379913	1/28/1986	The International Group, Inc.
US	IGI Design LOGO	1586368	3/13/1990	The International Group, Inc.
US	IGI	1998298	9/3/1996	The International Group, Inc.
US	INTERFLO	1540016	5/23/1989	The International Group, Inc.
US	MICROBOND	1379912	1/28/1986	The International Group Inc.
US	MICROSERE	1412921	10/14/1986	The International Group, Inc.
US	NOCHEK	1387972	4/1/1986	The International Group, Inc.
US	PARAFLEX	1435243	4/7/1987	The International Group, Inc.
US	PETAX	5472802	5/22/2018	The International Group, Inc.
US	PETROFIBE	1382957	2/18/1986	The International Group, Inc.
US	RHEOGISTICS	6696781	4/12/2022	The International Group, Inc.
US	VAPORGUARD	2497674	10/16/2001	The International Group, Inc.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>
US	TRI-CERA	97053646	9/30/2021	The International Group, Inc.
US	SYNERGIVE	90398639	12/21/2020	The International Group, Inc.

Trademark Applications in Preparations

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/Services</u>
N/A				

Item B. Trademark Licenses

Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
N/A					