

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDUSTRIES RAD INC.		12/09/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	1250 René Levesque West, Suite 2100		
City:	Montreal, QC		
State/Country:	CANADA		
Postal Code:	H3B 4W8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	97429503	ROCKY MOUNTAIN FLOW	
Serial Number:	88667628	OVERTIMEPACK	
Registration Number:	6061325	POWERPLAY	
Registration Number:	5568047	KAB	
Registration Number:	5293674	MAIDEN	
Registration Number:	5211706	GROWLER	
Registration Number:	4552633	THUNDERBOLT	
Registration Number:	3081761	LOVE THE RIDE	
Registration Number:	3953027	SMOOTH LINK	
Registration Number:	3942518	F	
Registration Number:	3762020	FAUCHER	
Registration Number:	3750333	ALTITUDE	
Registration Number:	3500851	SERIE777	
Registration Number:	2479760	REAPER	
Registration Number:	2894161	EVOX	
Registration Number:	2735220	SLAYER	
Registration Number:	3037067	SOLO	
Registration Number:	2454661	INSTINCT	
Registration Number:	2403911	ELEMENT	

OP \$715.00 97429503

Property Type	Number	Word Mark
Registration Number:	2622863	MIELE
Registration Number:	3152429	ROCKY MOUNTAIN
Registration Number:	3038642	
Registration Number:	2189228	ROCKY MOUNTAIN
Registration Number:	2170742	SOUL
Registration Number:	1723601	BLIZZARD
Registration Number:	1890990	FUSION
Registration Number:	1747020	HAMMER
Registration Number:	1929777	VERTEX

CORRESPONDENCE DATA

Fax Number: 2022801177

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.

Phone: 904 247-2620

Email: eastdocket@holleymenker.com

Correspondent Name: JAMES R. MENKER, HOLLEY & MENKER, P.A.

Address Line 1: PO Box 331937

Address Line 4: ATLANTIC BEACH, FLORIDA 32233

ATTORNEY DOCKET NUMBER:	4019.1003
NAME OF SUBMITTER:	James R. Menker
SIGNATURE:	/jmenker/
DATE SIGNED:	12/23/2022

Total Attachments: 8

source=20221209 SECURITY INTEREST AGMT INDUSTRIES RAD INC GRANTED TO WELLS FARGO CAPITAL FINANCE ETC#page1.tif

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INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of December 9, 2022, is made by Industries RAD Inc. (the **Grantor**), a corporation amalgamated under the laws of the Province of Quebec, in favour of Wells Fargo Capital Finance Corporation Canada, as lender (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of (i) the Canadian trademarks and trademark applications listed in Schedule "A" hereto (collectively, the **Canadian IP**), and (ii) the United States trademarks, trademark applications, patents and patent applications listed in Schedule "B" hereto (the **US IP**, and together with the Canadian IP, the **Intellectual Property**);

WHEREAS the Grantor has granted certain security to the Secured Party pursuant to a deed of hypothec entered into on November 18, 2014, between the Grantor and the Secured Party (as amended, restated, supplemented or otherwise modified from time to time, the **Deed of Hypothec**), as security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor has granted to the Secured Party a hypothec on and a security interest in, among other things, all present and future intellectual property of the Grantor, including the Intellectual Property;

WHEREAS the Deed of Hypothec has been registered and published in accordance with applicable law, including the laws of the Province of Quebec;

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the security interest and the hypothec created under the Deed of Hypothec 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 Grantor and the Secured Party hereby agree as follows:

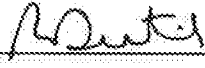
1. The Grantor and the Secured Party hereby confirm that they have entered into the Deed of Hypothec and that, pursuant to the Deed of Hypothec, the Grantor has granted to and in favour of the Secured Party a hypothec on and a security interest in, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security on the Intellectual Property are more fully set forth in the Deed of Hypothec and that in the event of a conflict between the provisions of this Agreement and the provisions of the Deed of Hypothec, the terms of the Deed of Hypothec shall control.
3. The 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 IP.
4. The 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. 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.

6. 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.
7. 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 their duly authorized officers as of the date first set forth above.

INDUSTRIES RAD INC.
as Grantor

By: 
Name: RAYMOND DUTIL
Title: EXECUTIVE CHAIRMAN

[Signatures continue on next page]

[Signature Page to Intellectual Property Confirmatory Security Agreement]

TRADEMARK
REEL: 007929 FRAME: 0423

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA**
as Secured Party

By: David Digitally signed
by David Boutin
Name: Boutin Date: 2022.12.09
Title: 12:27:52 -05'00'


SCHEDULE "A"


CANADIAN TRADEMARKS

Trademark	Application No. Application Date	Registration No. Registration Date
POWERPLAY	1826480 2017-03-09	TMA1068715 2020-01-09
HELIUM	0816344 1996-06-25	TMA488123 1998-01-22
OVERTIMEPACK / OVERTIME PACK / OVER TIME	1992303 2019-10-24	N/A
ROCKY MOUNTAIN FLOW	2187662 2022-05-25	N/A

SCHEDULE "B"

US TRADEMARKS

Trademark	Application No. Application Date	Registration No. Registration Date
ROCKY MOUNTAIN FLOW	97429503 2022-05-26	N/A
OVERTIMEPACK	88667628 2019-10-24	N/A
POWERPLAY	87385015 2017-03-24	6061325 2020-05-26
KAB	87224724 2016-1-03	5568047 2018-09-25
MAIDEN	86464455 2014-11-25	5293674 2016-09-26
GROWLER	86850970 2015-12-16	5211706 2017-05-30
THUNDERBOLT	85832952 2013-01-25	4552633 2014-06-14
LOVE THE RIDE	78459010 2004-07-29	3081761 2006-04-18
SMOOTH LINK	77511979 2008-07-01	3953027 2011-05-03
	77084521 2007-01-17	3942518 2011-04-02
FAUCHER	77209127 2007-06-18	3762020 2010-03-23
ALTITUDE	77407398 2008-02-27	3750333 2010-02-16
<i>Serie777</i>	77242438 2007-07-30	3500851 2008-09-16
REAPER	76084633 2000-07-06	2479760 2001-08-21

Trademark	Application No. Application Date	Registration No. Registration Date
EVOX	76405356 2002-04-30	2894161 2004-10-19
SLAYER	76152777 2000-10-24	2735220 2003-07-08
SOLO	76448614 2002-09-06	3037067 2006-01-03
INSTINCT	75803028 1999-09-17	2454661 2001-05-29
ELEMENT	75803029 1999-09-17	2403911 2000-11-14
MIELE	75926330 2000-02-23	2622863 2002-09-24
ROCKY MOUNTAIN	75901130 2000-01-21	3152429 2006-10-06
	75863914 1999-12-03	3038642 2006-01-10
ROCKY MOUNTAIN	75320583 2007-07-27	2189228 1998-09-15
SOUL	75153875 1996-08-21	2170742 1998-07-07
BLIZZARD	74232937 1991-12-23	1723601 1992-10-13
FUSION	74233119 1991-12-23	1890990 1995-04-25
HAMMER	74233108 1991-12-23	1747020 1993-01-19
VERTEX	74589546 1994-10-24	1929777 1995-10-24

US PATENTS

Patent Title	Patent No. Appl. No.	Issuance Date
Torque Sensor For An Electric Bicycle	10583893	2020-03-10
Composite Bicycle Frame And Method Of Manufacturing Same	10513302	2019-12-24
Mountain Bicycle With Rear Suspension Having Neutral Braking Trajectory	9845132	2017-12-19
Bicycle Head Tube Spacer	9415826	2016-08-16
Composite Bicycle Frame With Integral Electrical Interconnections And Method Of Manufacturing Same	9022407	2015-05-05
Bicycle Frame With Adjustable Geometry	8931794	2015-01-13