

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEGACOMFORT INTERNATIONAL INC.		12/28/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC, as Administrative Agent and Collateral Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5260648	ANTI-FATIGUE MATTING IN YOUR BOOTS	
Serial Number:	88786139	ENERGYSOLES	
Registration Number:	5404655	MEGATHOTIC	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1867807 TM C		
NAME OF SUBMITTER:	Jai Malhotra		
SIGNATURE:	/Jai Malhotra/		
DATE SIGNED:	12/28/2022		
Total Attachments: 5			

OP \$90.00 5260648

source=C - Salus - TMSA Submission [Mega]#page2.tif
source=C - Salus - TMSA Submission [Mega]#page3.tif
source=C - Salus - TMSA Submission [Mega]#page4.tif
source=C - Salus - TMSA Submission [Mega]#page5.tif
source=C - Salus - TMSA Submission [Mega]#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of December 28, 2022, by **MEGACOMFORT INTERNATIONAL INC.**, a British Columbia corporation (“Grantor”), in favour of **GOLUB CAPITAL MARKETS LLC**, in its capacity as administrative agent and collateral agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, “Grantee”):

WITNESSETH:

WHEREAS, Grantee, the Lenders from time to time party thereto, SUREWERX PURCHASER II, INC., a Delaware corporation, as Holdings, and SUREWERX PURCHASER III, INC., a Delaware corporation, as borrower (the “Borrower”) are parties to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security Agreement (as defined below)); and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement (Canada) dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications under United States law for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement,

misappropriation, dilution, violation or impairment of any Trademark registration owned by Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

The security interests granted hereunder are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and the Security Agreement, the Security Agreement shall govern.

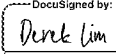
THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

This Agreement constitutes a Loan Document. 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

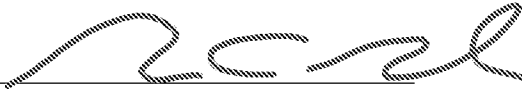
**MEGACOMFORT INTERNATIONAL
INC.**

By: DocuSigned by:

0DD8037ECC874BF...

Name: Derek Lim
Title: Director

Agreed and Accepted:

GOLUB CAPITAL MARKETS LLC
as Collateral Agent

By: 

Name: Marc C. Robinson

Title: Senior Managing Director

SCHEDULE 1

Trademark Applications

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	MEGA COMFORT Logo	2214746	10/12/2022	N/A	N/A	MegaComfort International Inc.	Pending

Trademark Registrations

COUNTRY	MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS
Canada	ANTI-FATIGUE MATTING IN YOUR BOOTS	1634880	7/12/2013	TMAA887271	10/02/2014	MegaComfort International Inc.	Registered
US	ANTI-FATIGUE MATTING IN YOUR BOOTS	8729831	1/12/2017	5260648	8/08/2017	MegaComfort International Inc.	
Canada	ENERGYSOLES	1776381	4/19/2016	TMAI1083819	10/07/2020	MegaComfort International Inc.	Registered
US	ENERGYSOLES	8878613	2/05/2020	N/A	N/A	MegaComfort International Inc.	
Canada	MEGA COMFORT & Abstract Foot Design	1376523	12/18/2007	TMAA758056	1/27/2010	MegaComfort International Inc.	Registered
Canada	MEGA COMFORT & Design	1634830	7/11/2013	TMAA886685	9/25/2014	MegaComfort International Inc.	Registered
Canada	MEGACOMFORT	1376131	12/14/2007	TMAA739706	5/08/2009	MegaComfort International Inc.	Registered
Canada	MEGATHOTIC	1376297	12/17/2007	TMAA739712	5/08/2009	MegaComfort International Inc.	Registered
US	MEGATHOTIC	8729832	1/12/2017	5404655	2/20/2018	MegaComfort International Inc.	
Canada	PAM	1634878	7/12/2013	TMAA955450	11/16/2016	MegaComfort International Inc.	Registered
Canada	PERSONAL ANTI-FATIGUE MAT	1634879	7/12/2013	TMAA887273	10/02/2014	MegaComfort International Inc.	Registered