

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830674

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCSG Crane & Heavy Haul Services Ltd.		07/26/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	595 Burrard Street		
City:	Vancouver, BC		
State/Country:	CANADA		
Postal Code:	V7X 1L7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4742430	NCSG	
Registration Number:	4766738	NCSG CRANE & HEAVY HAUL	
Registration Number:	4824658	NCSG	
CORRESPONDENCE DATA			
Fax Number:	7036848206		
<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:	703-684-6885		
Email:	Elisedelatorre@bbpatlaw.com		
Correspondent Name:	Theodore A. Breiner		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
DOMESTIC REPRESENTATIVE			
Name:	Theodore A. Breiner		
Address Line 1:	115 North Henry Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
NAME OF SUBMITTER:	THEODORE A. BREINER		
SIGNATURE:	/Theodore A. Breiner/		

OP \$90.00 4742430

DATE SIGNED:	08/09/2023
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**) is entered into as of July 26, 2023 among NCSG CRANE & HEAVY HAUL SERVICES LTD. (the **Grantor**) and BANK OF MONTREAL, as administrative agent (the **Agent**).

WITNESSETH:

WHEREAS, the Grantor has entered into a Canadian Security Agreement with the Agent dated as of the date hereof (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreement**), and pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in substantially all of the Grantor's personal property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the Canadian Intellectual Property Office, United States Intellectual Property Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent agree as follows:

1. Grant of Security. The Grantor hereby grants to the Agent a security interest in and to all of its right, title and interest in and to all Patents, Trademarks and Copyrights, as defined below (collectively, the **Collateral**):

(a) all present and future right, title, and interest in and to: (a) any and all patents, patent applications and industrial designs; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the patents set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Patents**);

(b) all present and future right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Trademarks**); and

(c) right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past

or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, including, without limitation, the registrations and applications and copyright licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Copyrights**).

2. **Security for Obligations.** This Agreement secures, and the Collateral is collateral security for the prompt and complete payment and performance of all Obligations (as such term is defined in the Security Agreement).

3. **Recordation.** The Grantor authorizes that this Agreement be recorded at the Canadian Intellectual Property Office, the United States Intellectual Property Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

4. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

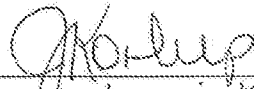
5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein, without regard to conflict of laws principles.


6. **Counterparts and Electronic Delivery.** This Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means of an originally executed signature page to this security agreement by a party is as effective as personal delivery of such signature page.

[Signatures follow]

IN WITNESS WHEREOF the Grantor and the Agent have executed and delivered this Agreement as of the date first above written.

NCSG CRANE & HEAVY HAUL SERVICES LTD.

Per: 
Name: Jacquie Korlup
Title: CFO

Per: 
Name: Heather MacCallum
Title: CEO

Acknowledged and agreed:

BANK OF MONTREAL

Per: Mark Gray
Name: Mark Gray
Title: Senior Director

Per: Mitko
Name: Mitko Ivanov
Title: Director

SCHEDULE A

I. Trademarks

	Current Owner/ Applicant	Country	Trademark	File Date	Registration Date	Registration No.	Application No. / Serial No.
1.	NCSG Crane & Heavy Haul Services Ltd.	Canada	NCSG	2013-01-29	2014-07-03	TMA881079	1611821
2.	NCSG Crane & Heavy Haul Services Ltd.	Canada	NCSG	2013-01-29	2014-07-03	TMA881080	1611822
3.	NCSG Crane & Heavy Haul Services Ltd.	Canada	NORTHERN CRANE SERVICES	2013-09-25	2015-01-29	TMA895312	1645014
4.	NCSG Crane & Heavy Haul Services Ltd.	Canada	GRIZZLY CRANE	2013-09-25	2015-10-28	TMA918616	1645015
5.	NCSG Crane & Heavy Haul Services Ltd.	Canada	SCORPION	2013-10-30	2016-10-24	TMA953049	1650046
6.	NCSG Crane & Heavy Haul Services Ltd.	Canada	MULLEN RIGGING	2014-04-02	2016-01-25	TMA926917	1670902
7.	NCSG Crane & Heavy Haul Services Ltd.	Canada	SCORPION INDUSTRIES	2014-04-02	2017-04-03	TMA967367	1670907
8.	NCSG Crane & Heavy Haul Services Ltd.	Canada	TRANS TECH	2014-06-26	2017-03-07	TMA965036	1682926
9.	NCSG Crane & Heavy Haul Services Ltd.	Canada	NCSG DESIGN	2014-07-16	2015-09-24	TMA914991	1685375

	Current Owner/ Applicant	Country	Trademark	File Date	Registration Date	Registration No.	Application No. / Serial No.
10.	NCSG Crane & Heavy Haul Services Ltd.	Canada	MULLEN RIGGING	2015-01-29	2016-05-26	TMA938914	1713016
11.	NCSG Crane & Heavy Haul Services Ltd.	Canada	MULLEN RIGGING & DESIGN	2015-07-09	2016-06-03	TMA939714	1736619
12.	NCSG Crane & Heavy Haul Services Ltd.	Canada	MULLEN RIGGING	2015-07-20	2016-05-26	TMA938924	1738109
13.	NCSG Crane & Heavy Haul Services Ltd.	Canada	TUCKER OILFIELD HAULING	2019-06-17			1971291
14.	NCSG Crane & Heavy Haul Services Ltd.	Canada	TRANS TECH DESIGN	2019-06-17			1971293
15.	NCSG Crane & Heavy Haul Services Ltd.	Canada	NORTHERN CRANE DESIGN	2019-06-17			1971319
16.	NCSG Crane & Heavy Haul Services Ltd.	United States	NCSG (+ design)	2014-07-16	2015-05-26	4742430	86338463
17.	NCSG Crane & Heavy Haul Services Ltd.	United States	NCSG CRANE & HEAVY HAUL (+ design)	2013-02-20	2015-07-07	4766738	85855325
18.	NCSG Crane & Heavy Haul Services Ltd.	United States	NCSG	2013-02-20	2015-10-06	4824658	85855223

II. Patents

Nil

III. Copyrights

Nil

IV. Industrial Designs

Nil