

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plasti-Fab Ltd.		08/17/2023	Corporation: ALBERTA
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as administrative agent		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5V 3K7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	97080136	HELPING CREATE LASTING COMMUNITIES	
Serial Number:	75267741	THINK EPS	
Serial Number:	75259012	1-88THINK EPS	
Serial Number:	74488540	GEOVOID	
Serial Number:	76083595	PLASTI-FAB EPS PRODUCT SOLUTIONS	
Serial Number:	87750635	GEOSPAN	
Serial Number:	86556556	DUROSPAN	
Serial Number:	86640403	BETTER BUILDING IDEAS FROM PFB	
Serial Number:	86306341	ENERSPAN	
Serial Number:	85572520	PLASTI-FAB	
Serial Number:	78715339	BETTER BUILDING IDEAS	
Serial Number:	78871457	PLASTISPAN	
Serial Number:	78431217	GEOSPEC	
Serial Number:	78414491	ADVANTAGE ICF SYSTEM	
Serial Number:	77234082	PFB	
Serial Number:	77172253	ENERGREEN	
Serial Number:	74622768	RIVERBEND	
CORRESPONDENCE DATA			

CH \$440.00 97080136

Fax Number: 2026261700

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: 202-879-3939

Email: kseverson@jonesday.com, mmcknelly@jonesday.com

Correspondent Name: Megan McKnelly, Jones Day

Address Line 1: 51 Louisiana Ave NW

Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	560255-456001
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NAME OF SUBMITTER:	Megan McKnelly
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SIGNATURE:	/Megan McKnelly/
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DATE SIGNED:	09/12/2023
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 17, 2023 (“Trademark Security Agreement”), made by Plasti-Fab Ltd., an Alberta corporation, located at 300, 2891 Sunridge Way NE, Calgary, AB T1Y 7K7 (“Grantor”), is in favor of ROYAL BANK OF CANADA, as administrative agent (in such capacity, the “Agent”) for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Grantor is party to the Canadian Pledge and Security Agreement dated as of August 17, 2023 (the “Canadian Pledge and Security Agreement”) in favor of the Agent, pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Canadian Pledge and Security Agreement); and

WHEREAS, pursuant to the terms of the Canadian Pledge and Security Agreement, Grantor has created in favor of the Agent a security interest in the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under registered and applied for Trademarks now owned or at any time hereafter acquired by Grantor, including, without limitation, each Trademark registration or application set forth on Schedule 1 hereto (collectively, the “Trademark Collateral”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the avoidance of doubt, the foregoing grant is merely a grant of a security interest and shall not be deemed an assignment.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Agent pursuant to the Canadian Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Canadian Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Canadian Pledge and Security Agreement, the provisions of the Canadian Pledge and Security Agreement shall govern.

The term of this Trademark Security Agreement shall be co-terminus with the Canadian Pledge and Security Agreement.

Grantor hereby authorizes and requests that CIPO and the USPTO, as applicable, record this Trademark Security Agreement.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR

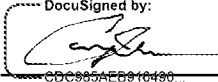
TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ALBERTA AND THE LAWS OF CANADA APPLICABLE THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAWS OF THE PROVINCE OF ALBERTA AND THE LAWS OF CANADA APPLICABLE THEREIN.

This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile transmission or by sending a scanned copy by electronic mail (in “.pdf” or similar format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

PLASTI-FAB LTD., as Grantor

By:  _____
Name: Cameron John
Title: Chief Financial Officer

Accepted and Agreed:

ROYAL BANK OF CANADA, as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

PLASTI-FAB LTD., as Grantor

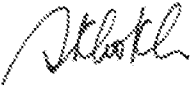
By: _____

Name:

Title:

Accepted and Agreed:


ROYAL BANK OF CANADA, as Agent

By:  _____

Name: Susan Khokher

Title: Manager, Agency

TRADEMARKSTrademark Registrations and Applications**I. UNITED STATES**

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS	COUNTRY
HELPING CREATE LASTING COMMUNITIES	97080136	10/18/21	N/A	N/A	Plasti-Fab Ltd.	Awaiting Examination	U.S.
THINK EPS	75267741	3/17/97	2242406	5/4/99	Plasti-Fab Ltd.	Registered	U.S.
1-88THINK EPS	75259012	3/17/97	2252390	6/15/99	Plasti-Fab Ltd.	Registered	U.S.
GEOVOID	74488540	2/9/94	1908460	8/1/95	Plasti-Fab Ltd.	Registered	U.S.
PLASTI FAB EPS PRODUCT SOLUTIONS 	76083595	7/6/00	3007575	10/18/05	Plasti-Fab Ltd.	Registered	U.S.
GEOSPAN	87750635	1/10/18	5540471	8/14/18	Plasti-Fab Ltd.	Registered	U.S.
DUROSPAN	86556556	3/6/15	5115138	1/3/17	Plasti-Fab Ltd.	Registered	U.S.
BETTER BUILDING IDEAS FROM PFB	86640403	5/25/15	5225717	6/20/17	Plasti-Fab Ltd.	Registered	U.S.
ENERSPAN	86306341	6/11/14	4930076	4/5/16	Plasti-Fab Ltd.	Registered	U.S.
PLASTI-FAB	85572520	3/17/12	4311880	4/2/13	Plasti-Fab Ltd.	Registered	U.S.
BETTER BUILDING IDEAS	78715339	9/19/05	3564713	1/20/09	Plasti-Fab Ltd.	Registered	U.S.
PLASTISPAN	78871457	4/27/06	3418344	4/29/08	Plasti-Fab Ltd.	Registered	U.S.
GEOSPEC	78431217	6/7/04	3385301	2/19/08	Plasti-Fab Ltd.	Registered	U.S.
ADVANTAGE ICF SYSTEM	78414491	5/6/04	3001328	9/27/05	Plasti-Fab Ltd.	Registered	U.S.

PFB	77234082	7/19/07	3720503	12/8/09	Plasti-Fab Ltd.	Registered	U.S.
ENERGREEN	77172253	5/3/07	3600871	4/7/09	Plasti-Fab Ltd.	Registered	U.S.
RIVERBEND	74622768	1/18/95	1977905	6/4/96	Plasti-Fab Ltd.	Registered	U.S.

II. CANADA

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS	COUNTRY
HELPING CREATE LASTING COMMUNITIES	2109669	26-MAY-2021	N/A	N/A	PLASTI-FAB LTD.	Formalized (Pending)	Canada
BETTER BUILDING IDEAS FROM PFB	1719511	16-MAR-2015	TMA953423	26-OCT-2016	PLASTI-FAB LTD.	Registered	Canada
DUROSPAN	1714343	06-FEB-2015	TMA1002465	09-AUG-2018	PLASTI-FAB LTD.	Registered	Canada
ENERSPAN	1662625	05-FEB-2014	TMA910522	06-AUG-2015	PLASTI-FAB LTD.	Registered	Canada
DUROFLOAT	1511090	13-JAN-2011	TMA825734	07-JUN-2012	PLASTI-FAB LTD.	Registered	Canada
STYROLITE	1421827	15-DEC-2008	TMA761726	16-MAR-2010	PLASTI-FAB LTD.	Registered	Canada
PFB	1346730	09-MAY-2007	TMA735001	24-FEB-2009	PLASTI-FAB LTD.	Registered	Canada
ENERGREEN	1323278	07-NOV-2006	TMA709947	19-MAR-2008	PLASTI-FAB LTD.	Registered	Canada
BETTER BUILDING IDEAS	1267140	03-AUG-2005	TMA675843	31-OCT-2006	PLASTI-FAB LTD.	Registered	Canada
GEOSPEC	1215984	06-MAY-2004	TMA672632	13-SEP-2006	PLASTI-FAB LTD.	Registered	Canada
ADVANTAGE ICF SYSTEM	1210867	24-MAR-2004	TMA651611	26-OCT-2005	PLASTI-FAB LTD.	Registered	Canada
EPS PRODUCT SOLUTIONS	1058803	15-MAY-2000	TMA565531	06-AUG-2002	Plasti-Fab Ltd.	Registered	Canada

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS	COUNTRY
PLASTI-FAB EPS PRODUCT SOLUTIONS 	1058335	10- MAY- 2000	TMA570548	08- NOV- 2002	Plasti-Fab Ltd.	Registered	Canada
INSULSPAN	891831	30- SEP- 1998	TMA522113	25- JAN- 2000	Plasti-Fab Ltd.	Registered	Canada
ENERMIZER	877350	06- MAY- 1998	TMA516193	13- SEP- 1999	Plasti-Fab Ltd.	Registered	Canada
ENERWALL	841953	11- APR- 1997	TMA489957	13- FEB- 1998	Plasti-Fab Ltd.	Registered	Canada
1-88THINK EPS	836547	14- FEB- 1997	TMA486920	12- DEC- 1997	Plasti-Fab Ltd.	Registered	Canada
THINK EPS	836548	14- FEB- 1997	TMA493301	21- APR- 1998	Plasti-Fab Ltd.	Registered	Canada
ZONE ONE INSULATION	745813	24- JAN- 1994	TMA438184	20- JAN- 1995	Plasti-Fab Ltd.	Registered	Canada
GEODRAIN	745814	24- JAN- 1994	TMA470028	29- JAN- 1997	Plasti-Fab Ltd.	Registered	Canada
GEOVOID	735196	16- AUG- 1993	TMA432564	26- AUG- 1994	Plasti-Fab Ltd.	Registered	Canada
GEOSPAN	735197	16- AUG- 1993	TMA433195	09- SEP- 1994	Plasti-Fab Ltd.	Registered	Canada
MORVENT	424887	16- MAY- 1978	TMA238446	21- DEC- 1979	Plasti-Fab Ltd.	Registered	Canada
ROOFSPAN	418366	30- NOV- 1977	TMA239156	11- JAN- 1980	Plasti-Fab Ltd.	Registered	Canada
PLASTI-FAB	415629	20- SEP- 1977	TMA236506	12- OCT- 1979	Plasti-Fab Ltd.	Registered	Canada
PLASTISPAN	415630	20- SEP- 1977	TMA234776	03- AUG- 1979	Plasti-Fab Ltd.	Registered	Canada
AEROFOAM	303031	25- FEB- 1967	TMA159364	15- NOV- 1968	Plasti-Fab Ltd.	Registered	Canada

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE	OWNER	STATUS	COUNTRY
DUROFOAM	247305	09-SEP-1958	TMA114448	19-JUN-1959	Plasti-Fab Ltd.	Registered	Canada
DUROLITE	245162	12-APR-1958	TMA119700	07-OCT-1960	Plasti-Fab Ltd.	Registered	Canada
PLASTI-FAB	415629-01	15-NOV-2021	N/A	N/A	Plasti-Fab Ltd.	Formalized (Pending)	Canada