

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entreprises Nolk Inc.		10/03/2023	Corporation:
RECEIVING PARTY DATA			
Name:	Export Development Canada		
Street Address:	150 Slater Street		
City:	Ottawa		
State/Country:	ONTARIO		
Postal Code:	K1A 1K3		
Entity Type:	Crown Corporation: CANADA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	97042224	THE ORIGINAL LOCTOTE INDUSTRIAL BAG CO	
Serial Number:	97031085	L T	
Serial Number:	90549613	GENIUSWIRE	
Serial Number:	90975148	KANA GOODS MADE BETTER.	
Serial Number:	88625035	GGB	
Serial Number:	88979930	KANA GOODS MADE BETTER.	
Serial Number:	88979932	KANA GOODS MADE BETTER.	
Serial Number:	88976996	KANA GOODS MADE BETTER.	
Serial Number:	88976994	KANA GOODS MADE BETTER.	
Serial Number:	88498339	KANA GOODS MADE BETTER.	
Serial Number:	88498379	KANA GOODS MADE BETTER.	
Serial Number:	88978131	KANA GOODS MADE BETTER.	
Serial Number:	88978110	KANA GOODS MADE BETTER.	
Serial Number:	88469673	FREAKMOUNT	
Serial Number:	88391418	NOLK	
Serial Number:	88149798		
Serial Number:	88096318	CORRETTO	
Serial Number:	88096406	ECOWARES	
Serial Number:	87835380	LIVE MORE WORRY LESS	

OP \$640.00 97042224

Property Type	Number	Word Mark
Serial Number:	87829515	KANA LIFESTYLE
Serial Number:	87659640	FLAKNIT
Serial Number:	87531695	TRAVELER FANTASY
Serial Number:	87221725	PROPER POUR
Serial Number:	87017997	LOCTOTE
Serial Number:	87005647	ARCTIC TUMBLERS

CORRESPONDENCE DATA

Fax Number: 4162163930
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: 4162164000
Email: dockettor@nortonrosefulbright.com
Correspondent Name: Norton Rose Fulbright Canada LLP
Address Line 1: 1, Place Ville Marie
Address Line 2: Suite 2500
Address Line 4: Montreal, QUEBEC H3B 1R1

ATTORNEY DOCKET NUMBER:	1001264535
NAME OF SUBMITTER:	Andrea Ashton
SIGNATURE:	/Andrea Ashton/
DATE SIGNED:	10/13/2023

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of October 3, 2023, is made by and between Entreprises Nolk Inc., a Québec corporation (the "**Grantor**") in favour of Export Development Canada (the "**Lender**").

WHEREAS, the Grantor has entered into a Loan Agreement dated as of September 11, 2023 (the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to the making of a first advance by the Lender under the Loan Agreement, the Grantor has executed and delivered to the Lender that certain universal movable hypothec agreement (*contrat d'hypothèque mobilière universelle*) dated as of October 3, 2023, made by and between the Grantor and the Lender (the "**Hypothec Agreement**").

WHEREAS, under the terms of the Hypothec Agreement, the Grantor has granted to the Lender a hypothec on, among other property, all intellectual property of the Grantor (the "**IP Collateral**"), and has agreed to execute and deliver this IP Security Agreement for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, or any other relevant intellectual property registers anywhere in the world.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Confirmation.** The Grantor confirms that it has granted a hypothec in favour of the Lender on the IP Collateral pursuant to the Hypothec Agreement and that it is the registered owner of the patents, patent applications, industrial design registrations, industrial design applications, trademark registrations, and trademark applications set forth in listed in Schedule 1 hereto, which are included in the IP Collateral.
2. **Recordation.** The Grantor authorizes the Commissioner for Patents, Registrar of Trademarks, and any other government officials to record and register this IP Security Agreement upon request by the Lender.
3. **Loan Documents.** This IP Security Agreement has been entered into pursuant to and in conjunction with the Hypothec Agreement, which is hereby incorporated by reference. The provisions of the Hypothec Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Hypothec Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
4. **Execution in Counterparts.** This IP 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 a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
5. **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ENTREPRISES NOLK INC.

DocuSigned by:

By: _____
Name: Alexandre Renaud
Title: CEO

EXPORT DEVELOPMENT CANADA


By: _____
Name: Bruno Chaput
Title: Sr. Financing Manager


By: _____
Name: Francesco Asti
Title: Sr. Financing Manager

**SCHEDULES
SCHEDULE 1**

Utility Patents/Applications

Application / Publication Number	Title	Authority	Publication Date	Issue Date	Status
PCT/CA2021/051646 / WO2022104474A1	Anti-theft bag, and systems and methods therefor	WIPO (PCT)	2022-05-27	-	Pending
CA3139780A1	Portable fire pit and grill assembly	Canada	2020-11-12	-	Pending
GB2597200A	Portable fire pit and grill assembly	Great Britain	2022 -01-19	2022-12-14	Granted
JP2021566978	Portable fire pit and grill assembly	Japan	2022-07-19	-	Pending
US17/609980	Portable fire pit and grill assembly	United States	2022-08-18	-	Pending
US9986808B2	Locking drawstring bag	United States	2018-06-05	2018-06-05	Granted

Design Patents/Industrial Designs/Applications

Publication Number	Industrial Design	Authority	Publication Date	Issue Date	Legal Status
USD907027	Magnetic phone mount	United States	2021-01-05	2021-01-05	Granted
USD989063	Magnetic Phone Mount	United States	2023-06-13	2023-06-13	Granted

Trademarks/Applications

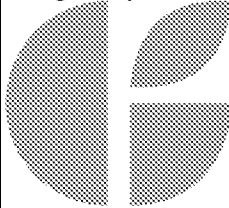

Canada

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
NOLK CompuMark Trademark: NOLK	App 1883485 App 15-FEB-2018	Reg TMA1085716 Reg 21-OCT-2020	Registered

USA

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
THE ORIGINAL LOCTOTE INDUSTRIAL BAG CO THE ORIGINAL LOCTOTE INDUSTRIAL BAG CO	App 97042224 App 23-SEP-2021	Reg 6982289 Reg 14-FEB-2023	Registered
L T Cross References: LT 	App 97031085 App 16-SEP-2021		Pending
GENIUSWIRE Cross References: GENIUS WIRE GENIUSWIRE	App 90549613 App 26-FEB-2021		Pending
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER	App 90975148 App 04-SEP-2020	Reg 6502465 Reg 28-SEP-2021	Registered
GGB 	App 88625035 App 20-SEP-2019	Reg 6212375 Reg 01-DEC-2020	Registered
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER kana Goods made Better.	App 88979930 App 02-JUL-2019	Reg 6279212 Reg 23-FEB-2021	Registered

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER	App 88979932 App 02-JUL-2019	Reg 6279213 Reg 23-FEB-2021	Registered
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER, CANNA GOODS MADE BETTER	App 88976996 App 02-JUL-2019	Reg 6049783 Reg 05-MAY-2020	Registered
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER kana Goods made Better.	App 88976994 App 02-JUL-2019	Reg 6049782 Reg 05-MAY-2020	Registered
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER	App 88498339 App 02-JUL-2019	Reg 6974838 Reg 07-FEB-2023	Registered
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER	App 88498379 App 02-JUL-2019	Reg 6974839 Reg 07-FEB-2023	Registered
KANA GOODS MADE BETTER. Cross References: CANA GOODS MADE BETTER	App 88978131 App 02-JUL-2019	Reg 6132174 Reg 18-AUG-2020	Registered
KANA GOODS MADE BETTER. Cross References: KANA GOODS MADE BETTER kana Goods made Better.	App 88978110 App 02-JUL-2019	Reg 6132172 Reg 18-AUG-2020	Registered
FREAKMOUNT Cross References: FREAK MOUNT FREAKMOUNT	App 88469673 App 12-JUN-2019	Reg 5949012 Reg 31-DEC-2019	Registered

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
NOLK NOLK	App 88391418 App 18-APR-2019	Reg 5885388 Reg 15-OCT-2019	Registered
Design Only 	App 88149798 App 10-OCT-2018	Reg 5789863 Reg 25-JUN-2019	Registered
CORRETTO Translation: CORRECT 	App 88096318 App 28-AUG-2018	Reg 5755590 Reg 21-MAY-2019	Registered
ECOWARES Cross References: ECO WARES ECOWARES	App 88096406 App 28-AUG-2018	Reg 5724103 Reg 09-APR-2019	Registered
LIVE MORE WORRY LESS LIVE MORE WORRY LESS	App 87835380 App 15-MAR-2018	Reg 5585854 Reg 16-OCT-2018	Registered
KANA LIFESTYLE Cross References: KANA LIFE STYLE Kana Lifestyle	App 87829515 App 12-MAR-2018	Reg 5585373 Reg 16-OCT-2018	Registered
FLAKNIT Cross References: FLAKE KNIT FLAKNIT	App 87659640 App 25-OCT-2017	Reg 5491127 Reg 12-JUN-2018	Registered
TRAVELER FANTASY TRAVELER FANTASY	App 87531695 App 18-JUL-2017	Reg 5436680 Reg 03-APR-2018	Registered

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
PROPER POUR Proper Pour	App 87221725 App 31-OCT-2016	Reg 5880440 Reg 08-OCT-2019	Registered
LOCTOTE Cross References: LOCK TOTE LOCTOTE	App 87017997 App 28-APR-2016	Reg 5066246 Reg 18-OCT-2016	Registered
ARCTIC TUMBLERS arctic tumblers	App 87005647 App 19-APR-2016	Reg 5159259 Reg 14-MAR-2017	Registered

UNITED KINGDOM

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
LOCTOTE	App UK00801321871 App 22-SEP-2016	Reg UK00801321871 Reg 03-MAY-2017	Registered

JAPAN

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
FREAKMOUNT Original Trademark Name: F r e a k m o u n t F r e a k m o u n t	App 2023-008767 App 31-JAN-2023		PENDING

AUSTRALIA

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status
LOCTOTE		Reg 1812934 Reg 06-APR-2017	Registered

CHINA

Trademark	Application Number / Application Date	Registration Number / Registration Date	Status

LOCTOTE		Int. Reg 1321871 Reg 18-JAN-2018	Registered
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EUROPEAN UNION

Trademark	Application Number Application Date	Registration Number Registration Date	Status
LOCTOTE		Int. Reg 1321871 Reg 18-MAY-2017	Registered

MEXICO

Trademark	Application Number Application Date	Registration Number Registration Date	Status
LOCTOTE		Int. Reg 1321871 Reg 15-NOV-2018	Registered

SINGAPORE

Trademark	Application Number Application Date	Registration Number Registration Date	Status
LOCTOTE		Reg 40201620819S Reg 08-JUNE-2017	Registered