

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858195

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDISHRED CAPITAL CORP.		11/30/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	100 King Street West, Mezzanine Level		
Internal Address:	Business Banking		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X1A3		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1710461	PROSHRED	
Registration Number:	3337616	PROSHRED SECURITY	
Registration Number:	3397198	RISC MANAGEMENT PROGRAM	
Registration Number:	4548215	PROSCAN SECURITY	
Registration Number:	5165363	PROSCAN SOLUTIONS	
Registration Number:	3345238	RISC MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	4045413372		
<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:	404-815-6500		
Email:	brook@ktslaw.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	Kilpatrick Townsend & Stockton LLP		
Address Line 2:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Beth Rook		
SIGNATURE:	/Beth Rook/		

OP \$165.00 1710461

DATE SIGNED:	12/04/2023
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Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS

November 30, 2023

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, REDISHRED CAPITAL CORP., a corporation formed by amalgamation under the laws of Canada/ (“Pledgor”) having an office at 2233 Argenta Road Suite 202, Mississauga, ON L5N 2X7, hereby grants to BANK OF MONTREAL, a Canadian chartered bank having an office at Business Banking, 100 King Street West, Mezzanine Level, Toronto, Ontario, M5X 1A3 (together with its successors and assigns, if any, “Pledgee”), a security interest in (a) all of Pledgor’s right, title and interest in and to the United States trademarks set forth on Schedule A attached hereto (collectively, the “Marks”, and each, a “Mark”), (b) the goodwill of the businesses with which each Mark is associated, (c) all claims and causes of action arising prior to or after the date hereof for infringement or dilution of any Mark, unfair competition regarding any Mark or injury to the goodwill associated with any Mark, (d) the right to sue for past, present and future infringements thereof, (e) all of Pledgor’s rights corresponding thereto throughout the world and (f) all proceeds and products of each Mark.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Grant”) is made to secure the satisfactory payment and performance of the Secured Obligations, as such term is defined in that certain Security Agreement among Pledgor, as a Grantor (as defined therein), the other Grantors party thereto from time to time and Pledgee, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”). Upon termination of the Security Agreement, Pledgee shall execute and deliver to Pledgor, upon Pledgor’s request and at Pledgor’s expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to Pledgee under the Security Agreement. The rights and remedies of Pledgee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The validity of this Grant, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New York.

Any amendment hereto shall require the written agreement of Pledgor and Pledgee. This Grant and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Executed counterparts of this Grant may be delivered by facsimile or other electronic and the effectiveness of this Grant and signatures hereon shall have the same force and effect as manually signed originals. The words “execution,” “signed,” “signature,” and words of like import in this Grant shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

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above. IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth

PLEDGOR:

REDISHRED CAPITAL CORP

By: Jeffrey Hasham
Name: Jeffrey Hasham
Title: Chief Executive Officer

Schedule A
to Grant of Security Interest in Trademarks

Trademark	Registration Number	Registration Date
PROSHRED	1710461	August 25, 1992
PROSHRED SECURITY (Logo)	3337616	November 20, 2007
RISC MANAGEMENT PROGRAM	3397198	March 18, 2008
PROSCAN SECURITY	4548215	June 10, 2014
PROSCAN SOLUTIONS	5165363	March 21, 2017
RISC MANAGEMENT	3345238	November 27, 2007