

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polara Energy Inc.		12/08/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	119, Saint Jacques Street		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97929897	POLARA	
Serial Number:	97929917	POLARA ENERGY	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ipdocket@nelsonmullins.com,geordie.zug@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College St.		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	081856.09000		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/cgz/		
DATE SIGNED:	12/18/2023		
Total Attachments: 7			
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CONFIRMATORY SECURITY AGREEMENT

WHEREAS Bank of Montreal, as creditor (the “**Creditor**”) and Polara Energy Inc. (the “**Grantor**”) entered into a deed of movable hypothec ("*acte d'hypothèque mobilière*") bearing formal date of December 7, 2023, as same may be amended, supplemented, restated, replaced or otherwise modified from time to time (the “**Deed of Hypothec**”), pursuant to which the Grantor hypothecated in favour of the Creditor, among other things, the universality of all the intellectual property now owned or held by the Grantor or of which it is an authorized user or of which the Grantor shall hereafter become an authorized user, together with all of the Grantor’s rights, titles and interests therein (collectively, the “**Intellectual Property**”).

WHEREAS the Grantor is the registered owner of the Canadian Intellectual Property listed in Schedule “A” hereto and the U.S. Intellectual Property listed in Schedule “B” hereto.

WHEREAS the Grantor and the Creditor are desirous of recording the security created in the Intellectual Property under the Deed of Hypothec with the Canadian Intellectual Property Office (the “**CIPO**”) and the United States Patent and Trademark Office (the “**USPTO**”).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Creditor hereby agree as follows:


1. The Grantor and the Creditor hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Confirmatory Security Agreement with respect to the Canadian Intellectual Property listed in Schedule “A” hereto.
2. The Grantor and the Creditor hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Confirmatory Security Agreement with respect to the U.S. Intellectual Property listed in Schedule “B” hereto.
3. This Confirmatory Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
4. This Confirmatory Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
5. The parties hereto have expressly required that this Confirmatory Security Agreement and all deeds, documents and notices relating thereto be drafted in the English language. Each of the parties hereto acknowledges that each party was represented by legal counsel and has had the opportunity to negotiate the terms and conditions of this Confirmatory Security Agreement with the assistance of its legal counsel. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont*

afférents soient rédigés en langue anglaise. Chacune des parties aux présentes reconnaît que chaque partie était représentée par ses conseillers juridiques et a eu l'opportunité de négocier les termes et conditions du présent acte avec l'aide de ses conseillers juridiques.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as a sealed instrument on December 8, 2023.

POLARA ENERGY INC.
as Grantor

Per: 

Name: Dave Girardin

Title: President

BANK OF MONTREAL,
as Creditor

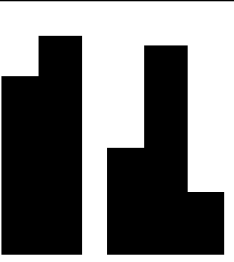
Per: Philippe Marchand
Philippe Marchand
Managing Director, Corporate Finance Division

Per: Irina Asinovski
Irina Asinovski
Director

SCHEDULE "A"

CANADIAN INTELLECTUAL PROPERTY

Credit Party	Type of intellectual property (patent, trademark, copyright, industrial design, domain name)	Trademark name	Registration office	Application number / Registration number	Country of registration	Comments
Polara Energy Inc.	Trademark	POLARA	CIPO	2,256,760	Canada	[REDACTED]
Polara Energy Inc.	Trademark	POLARA ÉNERGIE	CIPO	2,256,762	Canada	[REDACTED]

Polara Energy Inc.	Trademark	POLARA ENERGY	CIPO	2,256,765	Canada	
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SCHEDULE "B"

U.S. INTELLECTUAL PROPERTY

Credit Party	Type of intellectual property (patent, trademark, copyright, industrial design, domain name)	Trademark name	Registration office	Application number / Registration number	Country of registration	Comments
Polara Energy Inc.	Trademark	POLARA	USPTO	97/929,897	United States	[REDACTED]
Polara Energy Inc.	Trademark	POLARA ENERGY	USPTO	97/929,917	United States	[REDACTED]