

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nightingale Corp.		12/29/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	4715 Tahoe Boulevard		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L4W 0B4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	5986209	NLC	
Registration Number:	5358619	EXO	
Registration Number:	5358620	WXO	
Registration Number:	4825167	IC2	
Registration Number:	3927259	NXO	
Registration Number:	3510609	GXO	
Registration Number:	3269622	LXO	
Registration Number:	3089668	SXO	
Registration Number:	2900629	CXO	
Registration Number:	2648630	NIGHTINGALE	
Registration Number:	2513922	CRICKET	
Registration Number:	2415313		
Registration Number:	2337369	ENERSORB	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		

OP \$340.00 5986209

Correspondent Name: Anna Clark
Address Line 1: 99 Bank Street
Address Line 2: Suite 1420
Address Line 4: Ottawa, CANADA K1P 1H4

NAME OF SUBMITTER: Anna Clark

SIGNATURE: /Anna Clark/

DATE SIGNED: 01/02/2024

Total Attachments: 5

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source=US Confirmation of Security Interest in intellectual property of Amalco (Executed)#page2.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Date: December 29, 2023

WHEREAS Nightingale Corp., a corporation formed under the laws of Ontario (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

WHEREAS the Debtor has entered into a commitment letter dated as of November 3, 2023, between, inter alios, the Debtor, as a borrower, and The Bank of Nova Scotia, as lender (the "**Lender**").

WHEREAS the Debtor has delivered a security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to the Lender (the "**Secured Party**").

WHEREAS pursuant to the Security Agreement, the Debtor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Debtor.

WHEREAS the Debtor and the Secured Party desire to record this agreement with the United States Patent and Trademark Office to provide third parties with notice of the grant of the Security Interest.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor agrees as below:

- A. Grant of Security. The Debtor hereby collateral assigns and pledges to the Secured Party, and the Debtor hereby grants to the Secured Party a security interest and to all of the Debtor's right, title an interest to the following (the "Collateral"):
 - a. all patents and patent applications set forth in Schedule "A" hereto (the "Patents");
 - b. all trademark and service mark registrations set forth in Schedule "A" hereto (provided that no security interest shall be granted in intent-to-use trademark applications to the extent that, and so long as, the creation of a security interest therein or the assignment thereof would result in the loss of any material rights therein), together with the goodwill symbolized thereby (the "Trademarks");
 - c. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto;
 - d. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach

with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- e. any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

- B. Recordation. This agreement may be recorded with the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this agreement is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.


This agreement may be executed by facsimile, pdf or electronic transmission, and any signature contained hereon by facsimile, pdf or electronic transmission shall be deemed to be equivalent to an original signature for all purposes.

This agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

NIGHTINGALE CORP.

DocuSigned by:
By  _____
BC54E2BC95AD41E...

Name: Gregory Duggan

Title: Director

Address for Notices: 215 Spadina Avenue, Suite
555, Toronto, Ontario M5T 2C7

THE BANK OF NOVA SCOTIA

By _____

Name:

Title:

By _____

Name:

Title:

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

NIGHTINGALE CORP.

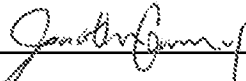
By _____

Name:

Title:

Address for Notices:

THE BANK OF NOVA SCOTIA

By  _____

Name: Jonathan Conway

Title: Associate Director

By _____

Name:

Title:

SCHEDULE "A"

Trademarks – Pending and Registered – United States

Mark/SN/RN	App./Reg. No.	Registration Date
NLC	Reg 5986209	February 11, 2020
EXO	Reg 5358619	December 19, 2017
WXO	Reg 5358620	December 19, 2017
IC2	Reg 4825167	October 6, 2015
NXO	Reg 3927259	March 8, 2011
GXO	Reg 3510609	October 7, 2008
LXO	Reg 3269622	July 24, 2007
SXO	Reg 3089668	May 9, 2006
CXO	Reg 2900629	November 2, 2004
NIGHTINGALE	Reg 2648630	November 12, 2002
CRICKET	Reg 2513922	December 4, 2001
Design Only	Reg 2415313	December 26, 2000
ENERSORB	Reg 2337369	April 4, 2000

Patents - Pending and Registered - United States

Title	Reg. No.	Issue Date / Expiration Date
CHAIR	D639576	June 14, 2011 / June 14, 2025
CHAIR	D694541	December 3, 2013 / December 3, 2027
CHAIR	D900525	November 3, 2020 / November 3, 2035
CHAIR	D908380	January 26, 2021 / January 26, 2036
CHAIR	D908381	January 26, 2021 / January 26, 2036