

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI22849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NIEDNER Inc.		02/09/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	THE TORONTO-DOMINION BANK		
Street Address:	66 Wellington Street West		
Internal Address:	TD Bank Tower, 9th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	1156361	STAFLO	
Registration Number:	2072191	REELTEX	
Registration Number:	2151820	DRAFTEX	
Registration Number:	2533568	SOURCELINE	
Registration Number:	2539559	NIEDNER	
Registration Number:	4121015	MAXXUM	
Registration Number:	5766551	TEMPESTOR	
Registration Number:	5766552	INFINITOR	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	4168657697		
Email:	jkkim@torys.com		
Correspondent Name:	Ms. Julie Kim		
Address Line 1:	79 Wellington Street West		
Address Line 2:	TD South Tower, 30th Floor		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	00782-2875		

OP \$215.00.00 73173400

NAME OF SUBMITTER:	Julie Kim
SIGNATURE:	Julie Kim
DATE SIGNED:	02/13/2024

Total Attachments: 18

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**SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT
(CANADA)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated February 9, 2024 is made by each of the Persons listed on the signature pages hereto as a grantor (each, a “**Grantor**”, and collectively, the “**Grantors**”) in favour of THE TORONTO-DOMINION BANK, as administrative agent on behalf of itself and the other Secured Parties (together with its successors and assigns, the “**Administrative Agent**”).

WHEREAS, pursuant to a senior secured credit agreement dated as of January 8, 2024 (as may from time to time be amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) among, *inter alios*, 1443373 B.C. Unlimited Liability Company, as borrower (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto, the Lenders have agreed to make available certain Credit Facilities in favour of the Borrower;

AND WHEREAS, each Grantor has guaranteed certain obligations of the Loan Parties and the Limited Recourse Guarantors to the Secured Parties under the Credit Agreement and any other Loan Documents pursuant to a guarantee and subordination agreement dated as of January 8, 2024 (as may from time to time be amended, restated, supplemented or otherwise modified, the “**Guarantee**”);

AND WHEREAS, as security for its obligations under the Credit Agreement, the Guarantees and the other Loan Documents, as applicable, each Grantor entered into that certain pledge and security agreement dated as of January 8, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the other Loan Parties party thereto and the Administrative Agent, pursuant to which each Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing lien and security interest in, *inter alia*, the Collateral (as defined below);

AND WHEREAS, the Grantor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office and the United States Patent and Trademark Office, as applicable;

AND WHEREAS, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement, as applicable.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent, on behalf of the Lenders and the other Secured Parties, a security interest in, and confirms the grant of a security interest in, all of such Grantor’s right, title and interest in and to the rights in all of the Intellectual Property that are owned by or licensed to such Grantor, including but not

limited to those set forth in Schedule A hereto, as such schedule may be amended, restated or otherwise modified from time to time (collectively, the “**Collateral**”).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement and under the Security Agreement secures the payment and performance of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein and in the Security Agreement, with the Canadian Intellectual Property Office and the United States Patent and Trademark Office, as applicable. Each Grantor authorizes and requests to the same to so record this IP Security Agreement.

SECTION 4. Counterparts and Delivery. This IP Security Agreement may be signed in any number of counterparts and by different parties in separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument. This IP Security Agreement may be executed and delivered by facsimile transmission or electronically in PDF format and each of the parties hereto may rely on such facsimile or electronic PDF signature as though such signature were an original signature.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to and in conjunction with the provisions of the Credit Agreement. Each Grantor does hereby acknowledge and confirm that each of the grant of the security interest hereunder and under the Security Agreement, and the rights and remedies of the Administrative Agent with respect to the Collateral, are more fully set forth in the Credit Agreement, the Security Agreement and such other documents as may be entered into in connection therewith from time to time. The terms and provisions of the Credit Agreement and the Security Agreement are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement, as the case may be, shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Grantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this IP Security Agreement.

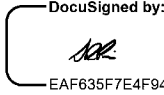
SECTION 7. Severability. Each of the provisions contained in this IP Security Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction or the validity or enforceability of any other provision of this IP Security Agreement or of any other Loan Document.

SECTION 8. Language. The parties confirm that it is their wish that this IP Security Agreement, as well as any other documents relating to this IP Security Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

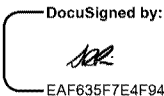
[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

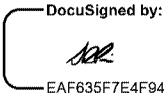
NIEDNER INC., as a Grantor

By: 
Name: Sean Pierce
Title: Chief Executive Officer

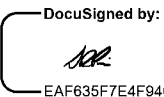
LOGISTEC MARINE AGENCIES INC., as a Grantor

By: 
Name: Sean Pierce
Title: Chief Executive Officer

LOGISTEC STEVEDORING INC., as a Grantor

By: 
Name: Sean Pierce
Title: Chief Executive Officer

CASTALOOP INC., as a Grantor

By: 
Name: Sean Pierce
Title: Chief Executive Officer

**THE TORONTO-DOMINION BANK, as
Administrative Agent**

By:



Name: Neda Heidarpour

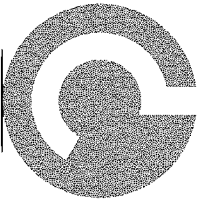
Title: Vice President, Loan Syndications - Agency

Schedule A

CANADIAN INTELLECTUAL PROPERTY


Trademarks

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
AGENCES MARITIMES LOGISTEC INC./LOGISTEC MARINE AGENCIES INC. 600 rue de la Gauchetière Ouest, 14e étage Montréal, QUÉBEC CANADA H3B4L2	MALONE MARINE AGENCY	App 832529 App 23-DEC-1996	Reg TMA526778 Reg 19-APR-2000	Registered	(1) Ships agents services.

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
LOGISTEC ARRIMAGE INC./LOGISTEC STEVEDORING INC. 600 rue de la Gauchetière Ouest, 14e étage Montréal, QUÉBEC CANADA H3B4L2	ALBERT G. BAKER	App 832530 App 23-DEC-1996	Reg TMA549758 Reg 14-AUG-2001	Registered	(1) Stevedoring services.
CASTALLOOP INC. 1400-600 rue de la Gauchetière Montréal, QUÉBEC CANADA H3B4L2	CASTALLOOP	App 1809258 App 14-NOV-2016	Reg TMA997985 Reg 01-JUN-2018	Registered	(1) Cargo handling and stowage services
CASTALLOOP INC. 1400-600 rue de la Gauchetière Montréal, QUÉBEC CANADA H3B4L2	C Dessin 	App 1809261 App 14-NOV-2016	Reg TMA996071 Reg 07-MAY-2018	Registered	(1) Services de manutention et d'arrimage de cargaison. Wares and Services Translation: (1) Cargo handling and stowage services.

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	TAIGA	App 1793417 App 27-JUL-2016	Reg TMA1047532 Reg 07-AUG-2019	Registered	(1) Non-metal industrial hose used for fluid transfer applications, namely in the field of oil and gas industries or fire protection.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	TEMPESTOR	App 1767932 App 16-FEB-2016	Reg TMA1014602 Reg 06-FEB-2019	Registered	(1) Non-metal industrial hose used for fluid transfer applications, namely in the field of oil and gas industries or fire protection. Wares and Services Translation: (1) Non-metal industrial hose used for fluid transfer applications, namely in the field of oil and gas industries or fire protection.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	INFINITOR	App 1767931 App 16-FEB-2016	Reg TMA1014601 Reg 06-FEB-2019	Registered	(1) Non-metal industrial hose used for fluid transfer applications, namely in the field of oil and gas industries or fire protection. Wares and Services Translation: (1) Non-metal industrial hose used for fluid transfer applications, namely in the field of oil and gas industries or fire protection.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	MAXXUM	App 1529267 App 26-MAY-2011	Reg TMA872474 Reg 04-MAR-2014	Registered	(1) Fire hoses.

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	DRAFTTEX	App 815845 App 20-JUN-1996	Reg TMA482091 Reg 05-SEP-1997	Registered	(1) Rigid fabric-reinforced fire hose.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	REELTEX	App 761997 App 17- AUG-1994	Reg TMA445460 Reg 21-JUL-1995	Registered	(1) Industrial fire hose.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	ECONOFOREST	App 755526 App 25- MAY-1994	Reg TMA442218 Reg 21-APR-1995	Registered	(1) Fibre covered fire hose.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	ENCAP	App 537942 App 11- MAR-1985	Reg TMA319297 Reg 10-OCT-1986	Registered	(1) Polymeric treatment applied to fire hose which improves the fungal resistance, heat resistance, water retention and abrasion resistance of the hose.

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	SNOW HOSE	App 537943 App 11- MAR-1985	Reg TMA312000 Reg 07-MAR- 1986	Registered	(1) Fire hose.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	N DESIGN 	App 490068 App 26-JUL- 1982	Reg TMA287068 Reg 20-JAN- 1984	Registered	(1) Fire hose.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	ECONOFLO	App 477051 App 19-OCT- 1981	Reg TMA283209 Reg 09-SEP- 1983	Registered	(1) Fiber covered fire hose.
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	NIEDNER	App 427604 App 18-JUL- 1978	Reg TMA304303 Reg 05-JUL- 1985	Registered	(1) Non-metallic hose.

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. 675, rue Merrill Coaticook, QUEBEC CANADA J1A2S2	STAFLO	App 418913 App 13-DEC-1977	Reg TMA242072 Reg 28-MAR-1980	Registered	(1) Fire hose.

Patents

Application/Publication No	Title	Filing Date	Publication Date	Patent No.	Issue Date	Status	Expiry Date	Assignee
Co-owned by NIEDNER Inc. and SANEXEN ENVIRONMENTAL SERVICES INC								
CA2970381A	Tubular liner for rehabilitating underground and surface pipes and pipelines	2017-06-12	2017-12-30	-	-	Pending/Examination	-	NIEDNER Inc / Sanexen Environmental Services Inc (Co-owners)
CA3012992A1	Method and apparatus for rehabilitation of water conduit with lateral openings	2018-08-01	2019-02-18	-	-	Pending/Published		SANEXEN ENVIRONMENTAL SERVICES INC./ NIEDNER Inc (Co-owners)

UNITED STATES INTELLECTUAL PROPERTY
Trademarks

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, QC J1A 2S2 CA (CANADA)	INFINITOR INFINITOR	App 86933651 App 09- MAR-2016	Reg 5766552 Reg 04-JUN- 2019	Registered Section 44(D) Intent to Use - Filed Section 44(d) Filed Section 44(e) Currently	INT. CL. 17 NON-METAL INDUSTRIAL HOSE USED FOR FLUID TRANSFER APPLICATIONS, NAMELY, IN THE FIELD OF OIL AND GAS INDUSTRIES OR FIRE PROTECTION
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, QC J1A 2S2 CA (CANADA)	TEMPESTOR TEMPESTOR	App 86933641 App 09- MAR-2016	Reg 5766551 Reg 04-JUN- 2019	Registered Section 44(D) Intent to Use - Filed Section 44(d) Filed Section 44(e) Currently	INT. CL. 17 NON-METAL INDUSTRIAL HOSE USED FOR FLUID TRANSFER APPLICATIONS, NAMELY, IN THE FIELD OF OIL AND GAS INDUSTRIES OR FIRE PROTECTION

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, J1A 2S2 CA (CANADA)	MAXXUM MAXXUM	App 85359532 App 29-JUN- 2011	Reg 4121015 Reg 03-APR- 2012	Renewed (Registere d) Section 44(D) FILED AS USE USE APPLICA TION USE APPLICA TION - CURREN T Section 44(d) Filed	INT. CL. 17 [(BASED ON USE IN COMMERCE) FIRE HOSES(BASED ON 44(D) PRIORITY APPLICATION)] FIRE HOSES

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, J1A 2S2 CA (CANADA)	NIEDNER	App 76067328 App 09-JUN- 2000	Reg 2539559 Reg 19-FEB- 2002	Renewed (Registere d) Section 2(F) FILED AS USE USE APPLICA TION USE APPLICA TION - CURREN T	INT. CL. 17 NON-METALLIC FIRE HOSES

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, J1A 2S2 CA (CANADA)	SOURCELINE	App 75960297 App 15- MAR-2000	Reg 2533568 Reg 29-JAN- 2002	Renewed (Registere d) FILED AS USE APPLICATION USE APPLICATION CURREN T	INT. CL. 17 FIRE HOSE
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, J1A 2S2 CA (CANADA)	DRAFTTEX	App 75157855 App 28- AUG-1996	Reg 2151820 Reg 21-APR- 1998	Renewed (Registere d) Intent to Use - Filed USE APPLICATION - CURREN T	INT. CL. 17 RIGID FABRIC-REINFORCED FIRE HOSE

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, J1A 2S2 CA (CANADA)	REELTEX	App 74581856 App 04-OCT- 1994	Reg 2072191 Reg 17-JUN- 1997	Renewed (Registere d) Section 44(D) Intent to Use - Filed USE APPLICA TION - CURREN T Section 44(d) Filed Section 44(e) Currently Section 44(e) Amended	INT. CL. 17 INDUSTRIAL FIRE HOSE

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
NIEDNER INC. CANADA CORPORATION 675 MERRILL STREET COATICOOK, J1A 2S2 CA (CANADA)	STAFLO	App 73173400 App 07-JUN- 1978	Reg 1156361 Reg 02-JUN- 1981	Renewed (Registere d) FILED AS USE USE APPLICATION APPLICATION CURREN T Section 44(d) Filed Section 44(e) Filed Section 44(e) Currently	INT. CL. 17 FIRE HOSE

Patents

Application/Publication No	Title	Filing Date	Publication Date	Patent No.	Issue Date	Status	Expiry Date	Assignee
Co-owned by NIEDNER Inc. and SANEXEN ENVIRONMENTAL SERVICES INC								
US15/680,579 US20190056054A1	Method and apparatus for rehabilitation of water conduit with lateral openings	2017-08-18	2019-08-20	US10386006	2019-08-20	ISSUED	2037-08-18	NIEDNER Inc / Sanexen Environmental Services Inc (Co-owners)
US15/198,466 US20180003331A1	Tubular liner for rehabilitating underground and surface pipes and pipelines	2016-06-30	2021-09-21	US11125375	2021-09-21	ISSUED	2036-06-30	NIEDNER Inc / SANEXEN ENVIRONMENTAL SERVICES INC. (Co-owners)

TRADEMARK

REEL: 008343 FRAME: 0383

RECORDED: 02/13/2024