

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IBCO SRL		11/01/2013	CORPORATION: BARBADOS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Electric Capital Corporation, as U.S. Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3325695	USE YOUR GRAY MATTER	
Registration Number:	3345070	TITANIUM SHIELD	
Registration Number:	3786347	TITANIUM	
Registration Number:	3909650	RHINOMAT	
Registration Number:	4391578	RHINOSKIN	
Registration Number:	4391577	PATENTED SURE-FOOT NODULAR WALKING SURFA	
Registration Number:	4395388	SURE-GRIP RIDGED WALKING SURFACE	
Serial Number:	85944732	SHIELD	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	3129021061		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		

CH \$215.00 3325695

**900271937**

**TRADEMARK  
 REEL: 005154 FRAME: 0179**

Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 207170-628

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 11/14/2013

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as U.S. Agent for itself and for the U.S. Lenders and as agent for the Canadian Agent and the Canadian Lenders and each other Secured Party referred to therein (each as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of November 1, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement") among, *inter alios*, the Borrowers, INTERWRAP HOLDINGS INC., a British Columbia corporation ("Holdings") and the other Persons party thereto that are designated as a "Credit Party", the Agent, the L/C Issuers and the Lenders from time to time party to the Credit Agreement, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and all IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark 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 State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

IBCO SRL, as Grantor

By:   
Name: STEVEN K. PARKER  
Title: MANAGER

Witness: 

Name: CADIAN A. DRUMMOND  
ATTORNEY-AT-LAW  
Adobe: HARRIDYAL-SODHA & ASSOCIATES INC.  
THE GROVE, 21 PINE ROAD  
Description: BELLEVILLE, ST. MICHAEL  
BARBADOS

ACCEPTED AND AGREED as of the date first above written.

GENERAL ELECTRIC CAPITAL CORPORATION, as U.S. Agent

By: [Signature]  
Name: Alfredo Wang  
Title: Duly Authorized Signatory

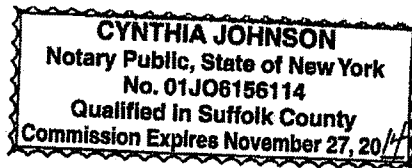
I, Cynthia Johnson, Notary Public in and for State of New York / County of New York, do hereby DECLARE that on the 30<sup>th</sup> day of October, 2013, the person(s) whose name(s) is/are subscribed above personally appeared before me and did in my presence sign and execute this document as and for his/her free and voluntary act and deed.

Executed before me in the State of New York, County of New York, United States of America.

[Signature]  
Name: Cynthia Johnson  
Title: Notary Public

My commission expires: November 27, 2014

SEAL



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

1. REGISTERED TRADEMARKS

- i. U.S. Trademark Registration Number 3,325,695 (registered October 30, 2007) ) owned by IBCO SRL for the following:

**USE YOUR GRAY  
MATTER**

- ii. U.S. Trademark Registration Number 3,345,070 (registered November 27, 2007) ) owned by IBCO SRL for the following:

**TITANIUM SHIELD**

- iii. U.S. Trademark Registration Number 3,786,347 (registered May 4, 2010) owned by IBCO SRL for the following:

**TITANIUM**

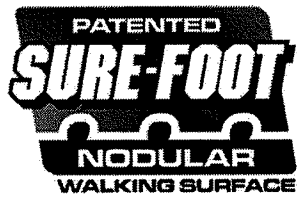
- iv. U.S. Trademark Registration Number 3,909,650 (registered January 25, 2011) owned by IBCO SRL for the following:



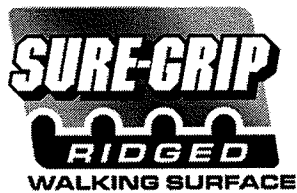
- v. U.S. Trademark Registration Number 4,391,578 (registered August 27, 2013) owned by IBCO SRL for the following:



- vi. U.S. Trademark Registration Number 4,391,577 (registered August 27, 2013) owned by IBCO SRL for the following:



- vii. U.S. Trademark Registration Number 4,395,388 (registered September 3, 2013) owned by IBCO SRL for the following:



- viii. Canadian Trade-mark Registration Number TMA763398 for "RHINOMAT" (registered April 7, 2010) owned by IBCO SRL.
- ix. Canadian Trade-mark Registration Number TMA763124 (registered March 31, 2010) owned by IBCO SRL for the following:<sup>1</sup>



- x. Canadian Trade-mark Registration Number TMA786869 for "TITANIUM" (granted January 10, 2011) owned by IBCO SRL.
- xi. Canadian Trade-mark Registration Number TMA838496 (granted December 14, 2012) owned by IBCO SRL for the following:



## 2. TRADEMARK APPLICATIONS

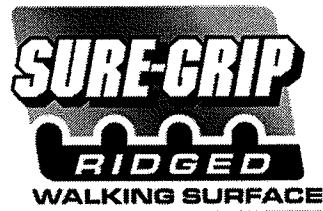
<sup>1</sup> This application has been examined by the relevant Indian authority.



- i. U.S. Trademark Application Number 85/944732 for "SHIELD" (filed May 29, 2013) owned by IBCO SRL.
- ii. Canadian Trade-mark Application Number 1607243 (filed December 18, 2012) owned by IBCO SRL for the following:



- iii. Canadian Trade-mark Application Number 1607240 (filed December 18, 2012) owned by IBCO SRL for the following:



- iv. Canadian Trade-mark Application Number 1614581 (filed February 18, 2013) owned by IBCO SRL for the following:



- v. Canadian Trade-mark Application Number 1593753 for "WEATHERPRO" (filed September 11, 2012) owned by IBCO SRL.