

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM356869

<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>
Carvin Pool Equipment Inc		09/08/2015	COMPANY: QUEBEC
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDC Capital inc		
<b>Street Address:</b>	5, PLACE VILLE MARIE, BUR. 300		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B5E7		
<b>Entity Type:</b>	CORPORATION: QUEBEC		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4157356	SANDSTORM	
<b>Registration Number:</b>	4157303	MASTERMIND	
<b>Registration Number:</b>	4157302	CYGNET	
<b>Registration Number:</b>	2991672	LASER	
<b>Registration Number:</b>	2960828	FULL MOON L.E.D. WATERCOLOR SERIES	
<b>Registration Number:</b>	3010525	EARTHWORKS	
<b>Registration Number:</b>	2434800	MAGNUM	
<b>Registration Number:</b>	2491232	FULL MOON	
<b>Registration Number:</b>	2368671	MAGNUM FORCE	
<b>Registration Number:</b>	2321774	AVALANCHE	
<b>Registration Number:</b>	2318299	SHERLOK - IT'S ELEMENTAL	
<b>Registration Number:</b>	1964580	SPLASH PAK	
<b>Registration Number:</b>	1964579	SPLASH LINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	1450778389		
<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>			
<b>Phone:</b>	14507736326		
<b>Email:</b>	julien.simard@therriencouture.com		

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**Correspondent Name:** Therrien Couture Lawyers LLP  
**Address Line 1:** Casavant West boulevard  
**Address Line 4:** Saint-Hyacinthe, CANADA J2S8B8

**NAME OF SUBMITTER:** Julien Simard

**SIGNATURE:** /juliensimard/

**DATE SIGNED:** 09/30/2015

**Total Attachments: 5**

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## CONFIRMATORY TRADEMARK SECURITY AGREEMENT

THIS CONFIRMATORY TRADEMARK SECURITY AGREEMENT, dated as of September 8, 2015, is made by Carvin Pool Equipments Inc., a corporation constituted in accordance with the laws of Canada (the "Grantor"), in favour of BDC Capital inc., (together with its successors and permitted assigns, "BDCC").

### WITNESSETH:

WHEREAS, pursuant to the Financing Offer dated as of July 6, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Offer"), by and between the Grantor and BDCC, BDCC has agreed to grant a term loan to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to a deed of hypothec dated September 8, 2015 in favour of the BDCC (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Document");

WHEREAS the Grantor and BDCC are desirous of recording the Security Document and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce BDCC to enter into the Financing Offer and to make the term loan to the Grantor thereunder, the Grantor hereby agrees with BDCC as follows:

Section 1. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the obligations of such Grantor to BDCC under the Financing Offer, hereby mortgages, pledges and hypothecates (for the purposes of the laws of Québec for an amount of Cdn. \$1,100,000 bearing interest at a rate of 25% per annum as set out in the Security Document) to BDCC, and grants to BDCC a Lien on and security interest in, all of its right, title and interest in, to and under the following collateral of the Grantor (the "Trademark Collateral"):

(a) all of its trademarks and all IP licenses providing for the grant by or to the Grantor of any right under any trademark (each a "Trademark"), 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 2. Security Document. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the hypothec and security interest granted to BDCC pursuant to the Security Document and the Grantor hereby acknowledges and agrees that the rights and remedies of BDCC with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Document, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 4. 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 5. 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 law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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,

CARVIN POOL EQUIPMENTS INC.  
as Grantor

By: \_\_\_\_\_

Name: Thierry Carrière

Title: President

ACCEPTED AND AGREED  
as of the date first above written:

**BDC CAPITAL INC.**

A handwritten signature in black ink, appearing to read 'Patrick Daneau', written over a horizontal line.

By: Patrick Daneau  
Title: Special Mandatary

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial Number	Registration number	Filing Date
SANDSTORM	85445565	4157356	October 12, 2011
MASTERMIND	85444550	4157303	October 11, 2011
CYGNET	85444526	4157302	August 26, 2003
LASER	78292088	2991672	August 26, 2003
FULL MOON L.E.D. WATERCOLOR SERIES	78212984	2960828	February 10, 2003
EARTHWORKS	78291935	3010525	August 25, 2003
<b>MAGNUM</b>	75787411	2434800	August 30, 1999
FULL MOON	75675679	2491232	April 5, 1999
<b>MAGNUM FORCE</b>	75787410	2368671	August 30, 1999
<b>AVALANCHE</b>	75668304	2321774	March 25, 1999
<b>SHERLOK - IT'S ELEMENTAL</b>	75541944	2318299	August 24, 1998
SPLASH PAK	74510657	1964580	April 8, 1994
SPLASH LINE	74510656	1964579	1964579