

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bionera Resources Inc.		08/09/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	54th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4281329	BIONERA	
Registration Number:	4440047	BIONERA	
Registration Number:	4500113	BIONERA	
CORRESPONDENCE DATA			
Fax Number:	3127069000		
<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:	312-701-8352		
Email:	ejpalmer@mayerbrown.com, mdecember@mayerbrown.com		
Correspondent Name:	Erick J. Palmer		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		
NAME OF SUBMITTER:	Erick J. Palmer		
SIGNATURE:	/EJP/		
DATE SIGNED:	01/03/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

BIONERA RESOURCES INC.

(the “**Obligor**”)

TO: CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as administrative agent (the “**Administrative Agent**”) for and on behalf of and for the benefit of the Beneficiaries (as defined below)

DATE: August 9, 2018

RECITALS:

- A. The Borrower, as borrower, the Obligor and the other Loan Parties from time to time party thereto, and the Administrative Agent, as administrative agent, are parties to the Credit Agreement (as defined below).
- B. Pursuant to the Credit Agreement, the Obligor entered into a general security agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) in favour of the Administrative Agent, whereby the Obligor granted a security interest in all present and after-acquired personal property of the Obligor, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the Obligations (as defined below), the Obligor has agreed to enter into this Agreement.

FOR VALUE RECEIVED and intending to be legally bound by this intellectual property security agreement (the “**Agreement**”), the Obligor agrees as follows:

1. INTERPRETATION

1.1 Capitalized Terms In this Agreement, except where the context otherwise requires:


- (a) “**Beneficiaries**” has the meaning ascribed to it in the Credit Agreement. Any reference to the “the Beneficiaries” shall be interpreted as referring to “the Beneficiaries or any one of them”.
- (b) “**Borrower**” shall mean (i) prior to the Reorganization, 2131104 Alberta Ltd., and (ii) upon completion of the Reorganization, PRT Growing Services Ltd.
- (c) “**Credit Agreement**” means the credit agreement dated as of August 9, 2018 among the Borrower, as borrower, the Obligor and certain other loan parties from time to time party thereto, the lenders party thereto, as lenders, and the Administrative Agent, as administrative agent, lead-arranger and sole bookrunner, as amended, restated, supplemented, modified or replaced from time to time.
- (d) “**Obligations**” has the meaning ascribed thereto in the Credit Agreement.
- (e) “**Reorganization**” has the meaning ascribed thereto in the Credit Agreement.

- 1.2 Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.
- 1.3 Other Interpretive Rules. Any rights or benefits stated to accrue to the benefit of the Administrative Agent shall accrue to the benefit of the Administrative Agent for and on behalf of and for the benefit of the Beneficiaries and any decision, determination or other action required or permitted to be made or taken by the Administrative Agent shall be interpreted to mean that decision, determination or other action made or taken in accordance with the provisions of the Credit Agreement.
- 2. GRANT OF SECURITY, ETC.**
- 2.1 Grant of Security As security for payment and performance of the Obligations, the Obligor mortgages, charges, assigns, transfers and pledges to the Administrative Agent as a fixed and specific mortgage and charge, and grants the Administrative Agent a security interest in, all of the Obligor's right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the “**Intellectual Property**”) now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule “A”** hereto).
- 2.2 Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Obligor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property are more fully set forth in the General Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of Alberta and the laws of Canada applicable therein, excluding the conflict of law rules of that province.

[Signature page follows – remainder of page is intentionally blank]

IN WITNESS OF WHICH, the Obligor has duly executed this Agreement as of the date first above written.

BIONERA RESOURCES INC.,
by its authorized signatory:

By: 
Name: Duncan Adams
Title: Authorized Signatory

SCHEDULE A

INTELLECTUAL PROPERTY

A. Trademarks, trademark registrations, and pending applications

Title	Country	Registration No.	Product Related to Trademark
Bionera	Canada	TMA831,316	Forestry
Bionera	United States	4,281,329	Forestry
Bionera	United States	4,440,047	Forestry
Bionera	United States	4,500,113	Forestry

B. Patents, patent applications, industrial designs, and industrial design applications

Nil.

C. Copyright applications and registrations

Nil.

D. Domain Names

Nil.