

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEVOTECH LP		05/17/2019	Limited Partnership:
RECEIVING PARTY DATA			
Name:	PENFUND CAPITAL FUND IV LIMITED PARTNERSHIP		
Street Address:	333 Bay Street		
Internal Address:	Suite 610		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5692574	TERRAIN TOUGH XTREME	
Serial Number:	87465524	MEVOTECH SUPREME CHASSIS PARTS	
Serial Number:	87465474	X-FACTOR	
Serial Number:	87465459	MEVOTECH	
Serial Number:	87465368	INTEGRI-BOOT	
Registration Number:	5542132	BOOTSTALLER	
Registration Number:	5000938	MEVOTECH	
Registration Number:	4915391	ORIGINAL GRADE	
Registration Number:	4607906	LABOR SAVER	
Registration Number:	4607905	LABOR SAVER	
Registration Number:	3878438	SUPREME CHASSIS PARTS PIÈCES DE CHASSIS	
Registration Number:	3688178	THE X FACTOR	
Registration Number:	3846694	SUPREME CHASSIS PARTS	
Registration Number:	3688174	THE X FACTOR CHASSIS PARTS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			

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TRADEMARK

Email: patentadmin@clarkelbing.com
Correspondent Name: Clark+Elbing, LLP
Address Line 1: 101 Federal Street, 15th Floor
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Richard Todd Armstrong

SIGNATURE: /Todd Armstrong/

DATE SIGNED: 08/09/2019

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This 17th day of May, 2019, MEVOTECH LP, a limited partnership formed under the laws of the Province of Ontario ("*Debtor*") with its principal place of business and mailing address at 240 Bridgeland, North York, Ontario, Canada M6A 1Z4, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to PENFUND CAPITAL FUND IV LIMITED PARTNERSHIP (the "*Lender*"), with its mailing address at 333 Bay Street, Suite 610, Toronto, Ontario Canada M5H 2R2, acting as secured party under the General Security Agreement referred to below, and its successors and assigns, and grants to the Lender a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain General Security Agreement dated as of April 8, 2014 between Debtor and the Lender, as the same has been or may hereafter be amended, modified, or restated from time to time (the "*General Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Lender.

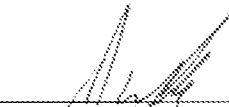
Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the General Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the Province of Ontario and the federal laws of Canada without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year first above written.

MEVOTECH LP, BY ITS GENERAL PARTNER,
MEVOTECH GP INC.

By  _____

Name JOSEPH WILKE

Title CFO

By _____

Name _____

Title _____

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 006716 FRAME: 0847

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

Trademarks

	Serial Number	Reg. Number	Word Mark	Live/Dead
1	87507606	5692574	TERRAIN TOUGH XTREME	LIVE
2	87465524	Application in process	MEVOTECH SUPREME CHASSIS PARTS	LIVE
3	87465474	Application in process	X-FACTOR	LIVE
4	87465459	Application in process	MEVOTECH	LIVE
5	87465368	Application in process	INTEGRI-BOOT	LIVE
6	87465404	5542132	BOOTSTALLER	LIVE
7	86323912	5000938	MEVOTECH	LIVE
8	85839925	4915391	ORIGINAL GRADE	LIVE
9	85606616	4607906	LABOR SAVER	LIVE
10	85606580	4607905	LABOR SAVER	LIVE
11	77506894	3878438	SUPREME CHASSIS PARTS PIÈCES DE CHASSIS	LIVE
12	77506796	3688178	THE X FACTOR	LIVE
13	77505675	3846694	SUPREME CHASSIS PARTS	LIVE
14	77505664	3688174	THE X FACTOR CHASSIS PARTS	LIVE