

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABC Technologies Inc.		04/16/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia, as Agent		
<b>Street Address:</b>	40 King St. W, Scotia Plaza 62nd Fl		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5W 2X6		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5995144	ABC TECHNOLOGIES	
<b>Registration Number:</b>	5995146	A	
<b>Registration Number:</b>	5995145	A ABC TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8888295817		
<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>	(312) 288-3586		
<b>Email:</b>	Results-UCCTeam2@wolterskluwer.com		
<b>Correspondent Name:</b>	NANCY HELM BROWN		
<b>Address Line 1:</b>	2929 ALLEN PARKWAY		
<b>Address Line 2:</b>	STE 3300		
<b>Address Line 4:</b>	HOUSTON, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Gregory T. Pealer/		
<b>DATE SIGNED:</b>	04/21/2020		
<b>Total Attachments: 6</b>			
source=Trademark Security Agreement (2020)#page1.tif			
source=Trademark Security Agreement (2020)#page2.tif			
source=Trademark Security Agreement (2020)#page3.tif			

OP \$90.00 5995144

source=Trademark Security Agreement (2020)#page4.tif

source=Trademark Security Agreement (2020)#page5.tif

source=Trademark Security Agreement (2020)#page6.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

ABC Technologies Inc.

- Individual(s)
- Partnership
- Corporation- State: Ontario
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 16, 2020

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Bank of Nova Scotia, as Agent

Street Address: 40 King St. W, Scotia Plaza 62nd Fl

City: Toronto

State: Ontario

Country: Canada Zip: M5W 2X6

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canadian

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I attached hereto.

B. Trademark Registration No.(s)

See Schedule I attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** , for Chapman and Cutler LLP

April 20, 2020

Signature

Date

Gregory Pealer, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of April 16, 2020, by ABC TECHNOLOGIES INC., a corporation organized under the laws of the province of Ontario, Canada (the “Grantor”), in favor of THE BANK OF NOVA SCOTIA, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

### WITNESSETH:

WHEREAS, the Grantor is party to a General Security Agreement dated as of June 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Lender Parties a continuing security interest in all Intellectual Property Collateral, including the Trademark Collateral, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to make Advances, to induce the Issuing Bank to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Hedge Arrangements or Service Agreements with any Obligor (as defined in the Credit Agreement), the Grantor agrees, for the benefit of the Agent and the Lender Parties as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Lender Parties an encumbrance on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. 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 Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, encumbrance and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of page intentionally left blank; signature page follows]

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,

ABC TECHNOLOGIES INC.

By: David Smith  
Name: David Smith  
Title: CEO

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

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,


ABC TECHNOLOGIES INC.


By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,  
as Agent

By:   
Name: Clement Yu  
Title: Director

By:   
Name: Venita Ramjattan  
Title: Analyst

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

TM	TM# / APP#	FILING DATE	REGISTRATION DATE
US			
<b>ABC TECHNOLOGIES</b> (word)	5995144	2019-07-24	2020-02-25
<b>A Design Logo</b>	5995146	2019-07-24	2020-02-25
<b>ABC TECHNOLOGIES &amp; A Design Logo</b>	5995145	2019-07-24	2020-02-25