

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620000

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WALTER INTERNATIONAL B.V.		06/30/2020	Besloten Vennootschap (B.V.): NETHERLANDS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Walter Financial Canada Inc.		
<b>Street Address:</b>	1, carré Westmount		
<b>Internal Address:</b>	suite 1850		
<b>City:</b>	Westmount, Québec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3Z 2P9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4810810	CLEAN BOX	
<b>Registration Number:</b>	4630725	POWER PUCKS	
<b>Registration Number:</b>	4603972	NATURE BOOST	
<b>Registration Number:</b>	4572812	POWERCLOTH	
<b>Registration Number:</b>	4432911	SURFOX	
<b>Registration Number:</b>	4263170	SURFOX	
<b>Registration Number:</b>	3926782	BIO-RUST	
<b>Registration Number:</b>	3911525	AIR FORCE	
<b>Registration Number:</b>	2809708	BIO-CIRCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168680673		
<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>	416 601 7765		
<b>Email:</b>	bbell@mccarthy.ca		
<b>Correspondent Name:</b>	Bethanne Bell, McCarthy Tétrault LLP		
<b>Address Line 1:</b>	Suite 5300, TD Bank Tower		
<b>Address Line 2:</b>	Box 48, 66 Wellington Street West		

CH \$240.00 4810810

**Address Line 4:** Toronto, Ontario, CANADA M5K 1E6

**NAME OF SUBMITTER:** Bethanne Bell

**SIGNATURE:** /Bethanne Bell/

**DATE SIGNED:** 01/13/2021

**Total Attachments: 24**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT dated for reference as of June 30, 2020.

**Walter International B.V.**

Laarderhoogtweg 25, 1101 EB Amsterdam, The Netherlands

("Walter BV")

and

**Walter Financial Canada Inc.**

1, carré Westmount, Westmount, suite 1850 (Québec) Canada H3Z2P9

("Walter Financial")

WHEREAS:

- A. Walter BV, CB Chemie und Biotechnologie AG and Surface Technologies IP AG ("**STIP**") are party to a Transaction Agreement dated June 18, 2020 (the "**Transaction Agreement**"), pursuant to which, notably, STIP sold to Walter BV all of its trademarks in North, Central and South America, including those set out in Schedule A (the "**Americas Trademarks**") and all of its patents in North, Central and South America, including those set out in Schedule B to Walter (the "**Americas Patents**");
- B. Pursuant to an Assignment and Assumption Agreement dated as of the date hereof, STIP assigned and transferred to Walter BV all of STIP's right, title, interest and benefit in and to the trademark license agreements between STIP and Walter Surface Technologies Inc., Walter Surface Technologies Incorporated, Walter Industria e Comercio Ltda and Walter de Mexico S.A. de C.V., which licenses are described in Schedule C (the "**Trademark Licenses**"); and
- C. Walter BV wishes to assign and transfer to Walter Financial all of its right, title, interest and benefit in the Americas Trademarks, the Americas Patents and the Trademark Licenses.

NOW THEREFORE the parties agree each with the other as follows:

1. In consideration of the premises and the payment by Walter Financial to Walter BV of an amount of 333,333 CHF, the receipt of which is hereby acknowledged, effective as of the date hereof, Walter BV hereby absolutely assigns and transfers to Walter Financial all of Walter BV's right, title, interest and benefit in and to the Americas Trademarks (including all goodwill therein), the Americas Patents and the Trademark Licenses the same to be held by Walter Financial as fully and entirely as the same could have been held and enjoyed by Walter BV if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Walter BV in and to the Americas Trademarks and the Americas Patents that took place prior to the date of this assignment and the right to oppose any application to

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register a trademark which may be confusingly similar to any of the Americas Trademarks and the Americas Patents.

2. Promptly after the conclusion of this Agreement, Walter Financial shall undertake the necessary procedures to record the assignment of the Americas Trademarks and the Americas Patents and shall bear the costs necessary therefor.
3. Walter BV hereby authorizes the Canadian Intellectual Property Office and any all other relevant governmental intellectual property offices to transfer and record the assignment of the Americas Trademarks and the Americas Patents to Walter Financial, as assignee thereof, or otherwise as Walter Financial may direct. The parties agree to execute the confirmatory trademark assignment agreement attached hereto as Schedule D for this purpose and the confirmatory patent assignment agreement attached hereto as Schedule E for this purpose. Concurrent with the execution of this Agreement, the parties may execute the separate country-specific short-form assignment documents and any necessary powers of attorney provided by Walter Financial (collectively, the "**Short-Form Assignment Documents**") solely for purposes of recording with the relevant governmental intellectual property offices the change in title and assignment of the Americas Trademarks and the Americas Patents to Walter Financial. Walter Financial will be responsible for submitting the Short-Form Assignment Documents to the relevant governmental intellectual property offices.
4. Walter Financial acknowledges and agrees that the Americas Trademarks and the Americas Patents are transferred on an "as is, where is" basis and that WALTER BV HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY, ENFORCEABILITY, NONINFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE DUE TO COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, WHETHER RELATED TO THE AMERICAS TRADEMARKS AND THE AMERICAS PATENTS.
5. Effective as of the date hereof, Walter Financial will and does hereby assume all of the covenants and obligations of STIP, as assigned to Walter BV, under the Trademark Licenses (collectively, the "**Obligations**") arising from the date hereof, and Walter Financial will observe and perform all such Obligations.
6. Each of the parties will execute and deliver, at the reasonable request of the other, all further agreements and instruments, and will perform all acts as may be necessary to give full effect to this Agreement, and to make this Agreement legally effective, binding and enforceable as between them, and as against third parties.
7. This Agreement will bind and benefit each of the parties including their respective successors and assigns.
8. This Agreement will be governed by and construed in accordance with the laws of the Province of Québec and will be treated in all respects as a Québec contract.

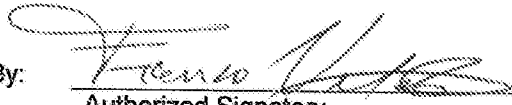
***[Remainder of page intentionally left blank. Signature page to follow]***

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement as of the date first above written.

Walter International B.V.

Walter Financial Canada Inc.

By:   
C.J.E. Groenans-Sytsma

By:   
Authorized Signatory  
FRANCO VITALE  
SECRETARY-TREASURER

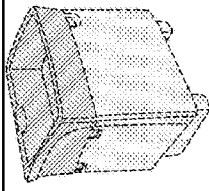
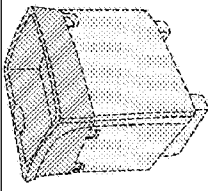
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**SCHEDULE A  
AMERICAS TRADEMARKS**

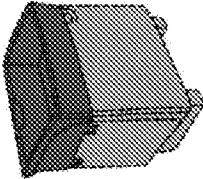


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**Trademark Portfolio (Updated June 29, 2020)  
Marks in the name of Surface Technologies IP AG in the Americas**



Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
 <p>The trade-mark consists of the colours grey and green as applied to the whole of the visible surface of the particular object shown in the drawing. The drawing is lined for the colours grey and green. The object shown in the drawing in dotted outline is for indicating the respective position of the colours grey and green on its surface.</p>	Canada	<p>25/11/2013 1653448</p> <p><b>16/07/2015</b> <b>TMA908783</b></p>	<p><u>July 16, 2030</u>: Renewal</p>
 <p>iC7: industrial part cleaning machines, namely, industrial, manually and automatically operated parts cleaning machines designed for use with bio-remediating cleaners and aqueous bio-remediating cleaning solutions</p>	Mexico	<p>10/04/2015 1598126</p> <p><b>18/08/2015</b> <b>1564743</b></p>	<p><u>April 10, 2025</u>: Renewal</p>

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Marks in the name of Surface Technologies IP AG in the Americas**

Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
 <p>IC7: industrial part cleaning machines, namely, industrial, manually and automatically operated parts cleaning machines designed for use with bio-remediating cleaners and aqueous bio-remediating cleaning solutions</p>	Mexico	<p>12/06/2015 1621963</p> <p><b>22/10/2015</b> <b>1583132</b></p>	<p><u>June 12, 2025</u>: Renewal</p>
<p><b>AF-WELD</b></p> <p>IC3: Antiferrugem (Produtos -); Antiferrugem [produto de limpeza]</p> <p><i>Internal translation: Rust (Products -); rust [cleaner] / (Rust (Products -) Rust [cleaner]</i></p>	Brazil	<p>21/05/2010 902631268</p> <p><b>21/01/2014</b> <b>902631268</b></p>	<p><u>January 21, 2024</u>: Renewal</p>
 <p>industrial refillable compressed air sprayers; sprayers refilling stations for industrial refillable compressed air sprayers; parts and fittings for the aforementioned wares</p> <p>IC 7: air sprayers refilling stations operating on pneumatic pressure for refilling non-disposable industrial refillable compressed air metal cans</p>	Canada	<p>22/07/2008 1404195</p> <p><b>29/12/2009</b> <b>TMA756,075</b></p>	<p><u>December 29, 2024</u>: Renewal</p>
 <p>IC 7: air sprayers refilling stations operating on pneumatic pressure for refilling non-disposable industrial refillable compressed air metal cans</p>	USA	<p>17/09/2008 77/572401</p> <p><b>25/01/2011</b> <b>3911525</b></p>	<p><u>January 25, 2021</u>: Renewal</p>



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**Marks in the name of Surface Technologies IP AG in the Americas**

Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
 <p>IC7: estaciones de recarga de atomizadores de aire las cuales operan bajo presion neumatica para recargar latas metalicas recargables, industriales, y no desechables de aire comprimido.</p> <p><i>Internal translation: Air sprayers refilling stations operating on pneumatic pressure for refilling non-disposable industrial refillable compressed air metal cans</i></p>	Mexico	<p>31/08/2010 1116121</p> <p><b>11/10/2011</b> <b>1242587</b></p>	<p><b>August 31, 2020: Renewal</b></p> <p>7.03.2020: STIP ne désire pas renouveler</p>
 <p>IC7: latas de metal de ar comprimido industriais recarregáveis e não descartáveis; estações de recarregamento de vaporizadores de ar operadas por pressão pneumática para recarregamento de latas de metal de ar comprimido industriais recarregáveis e não descartáveis; acessórios e peças estruturais metálicas e não metálicas para os produtos pré-citados.</p> <p><i>Internal translation: non-disposable industrial refillable compressed air metal cans; air sprayers refilling stations operating on pneumatic pressure for refilling non-disposable industrial refillable compressed air metal cans; structural metallic and non-metallic parts and fitting for the aforementioned wares</i></p>	Brazil	<p>27/08/2010 830750819</p> <p><b>18/02/2014</b> <b>830750819</b></p>	<p><b>February 18, 2024: Renewal</b></p>
<p><b>ALUSTAR</b></p> <p>IC1: Desengraxante [uso industrial]</p> <p><i>Internal translation: Degreaser [industrial use]</i></p>	Brazil	<p>17/11/2009 902122770</p> <p><b>16/4/2013</b> <b>902122770</b></p>	<p><b>April 16, 2023: Renewal</b></p> <p>Follow-up w/Brazil: Certificate not yet issued - Next follow-up in June 2020</p>
<b>BIO-CIRCLE</b>	Canada	22/12/2000	<b>March 13, 2033: Renewal</b>


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Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<p>IC3: Cleansing solutions, namely, bio-remediating cleaning solutions                      IC7: industrial part cleaning machines, namely, industrial, manually and automatically operated parts cleaning machines designed for use with bio-remediating cleaners and aqueous bio-remediating cleaning solutions.</p>	USA	<p>1087200  <b>13/03/2003</b>  <b>TMA577446</b>                      13/02/2001                      76209789  <b>03/02/2004</b>  <b>2809708</b></p>	<p><b>February 3, 2024</b> : Renewal</p>
<p><b>BIO-CIRCLE</b>                      IC3: Cleaning solutions for cleaning industrial parts                      IC7: Industrial part cleaning machines</p>	Brazil	<p>19/06/2001                      824021509  <b>21/07/2009</b>  <b>824021509</b></p>	<p><b>July 21, 2029</b>: Renewal</p>
<p><b>BIO-CIRCLE</b>                      IC3: soluções de limpeza para limpeza de peças industriais.  <i>internal translation : cleaning solutions for industrial parts cleaning</i></p>	Brazil	<p>19/06/2001                      824021495  <b>21/06/2009</b>  <b>824021495</b></p>	<p><b>July 21, 2029</b>: Renewal</p>
<p><b>BIO-CIRCLE</b>                      IC 3: soluciones para la limpieza de partes industriales; y en general, preparaciones para blanquear y otras sustancias para la colada; preparaciones para limpiar, pulir, desengrasar y raspar; jabones; perfumeria, aceites esenciales, cosméticos, lociones para el cabello; dentífricos  <i>Internal translation: Solutions for cleaning industrial parts, and in general, bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations, soaps, perfumery, essential oils, cosmetics, hair lotions, dentifrices</i></p>	Mexico	<p>20/06/2001                      491698  <b>13/10/2001</b>  <b>721866</b></p>	<p><b>June 20, 2021</b>: Renewal</p>


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Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<p><b>BIO-CIRCLE</b>            IC 7 : maquinas para limpiar partes industriales; y en general, maquinas y maquinas herramientas; motores (excepto motores para vehiculos terrestres); acoplamientos y organos de transmision (excepto aquellos para vehiculos terrestres); instrumentos agricolas que no sean manuales; incubadoras de huevos</p> <p>IC11 máquinas de irrigación para la agricultura.</p> <p><i>Internal translation: machines for cleaning industrial parts, and in general, machines and machine tools, motors and engines (except for land vehicles), machine coupling and transmission components (except for land vehicles), agricultural implements other than hand-operated; incubators for eggs; irrigation machines for agriculture</i></p>	Mexico	20/06/2001 491699  <b>31/10/2001</b> <b>721867</b>	<u>June 20, 2021</u> : Renewal
<p><b>BIO-CIRCLE</b>            IC 7: Maquinas par limplar partes industriales</p> <p><i>Internal translation: Machines for cleaning industrial parts</i></p>	Argentina	07/06/2001 2341826  <b>14/11/2002</b> <b>1895357</b> <b>2558740</b> (new Reg. No.)	<u>November 14, 2022</u> : Renewal
<p><b>BIO-CIRCLE</b>            IC 3: Soluciones de limpieza par limpiar piezas industriales</p> <p><i>Internal translation : Cleaning solutions for cleaning industrial parts</i></p>	Argentina	16/02/2012 3146293  <b>14/06/2013</b> <b>2576637</b>	<u>June 14, 2023</u> : Renewal


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**Marks in the name of Surface Technologies IP AG in the Americas**

Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. ( <b>in bold</b> )	Status / Due date
 IC1: Substâncias químicas industriais; Desincrustantes; Antiincrustantes <i>Internal translation : Industrial chemicals, scaling, Anti-fouling</i>	Brazil	21/06/2007 900362537  29/10/2014 900362537	<u>October 29, 2024</u> : Renewal
	Canada	14/01/2010 1465806  21/06/2011 TMA800396	<u>June 21, 2026</u> : Renewal
<b>BIO-RUST</b> IC3: Cleaning solutions for industrial equipment and parts thereof	USA	15/01/2010 77913168  01/03/2011 3926782	<u>March 1, 2021</u> : Renewal
	Brazil	19/04/2010 902513176  16/06/2015 902513176	<u>June 16, 2025</u> : Renewal
<b>BIO-RUST</b> IC1: Antiincrustantes; Substâncias químicas industriais; Desincrustantes <i>Internal translation: Antifouling, industrial chemicals, descaling</i>	Brazil	21/05/2010 902631306	<u>January 21, 2024</u> : Renewal
	<b>BIO-RUST</b> IC3: Antiferrugem (Produtos -); Antiferrugem [produto de limpeza]		

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Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<i>Internal translation: Rust (Products -) Anti Rust [cleaner]</i>		<b>21/01/2014</b> <b>902631306</b>	
<b>BIO-RUST</b> IC3: soluções de limpeza para equipamento industrial e suas partes <i>Internal translation: cleaning solutions for industrial equipment and parts</i>	Brazil	14/07/2010 830682465 <b>11/06/2013</b> <b>830682465</b>	<b>June 11, 2023</b> : Renewal
<b>BIO-RUST</b> IC3: soluciones limpiadoras para equipo industrial y para partes del mismo <i>Internal translation : Cleaning solutions for industrial equipment and parts thereof</i>	Mexico	14/07/2010 1104231 <b>15/10/2010</b> <b>1184374</b>	<b>July 14, 2020</b> : Renewal 17.01.2020 : STIP ne désire pas renouveler
 Colour is claimed as a feature of the trade-mark. The terms CLEAN and BOX, and the rectangle are white. containers not of metal for cleaning industrial parts	Canada	2/05/2013 1625152 <b>22/05/2015</b> <b>TMA904296</b>	<b>May 22, 2030</b> : Renewal

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Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<p><b>CLEAN</b> </p> <p>Colour is claimed as a feature of the trade-mark. The terms CLEAN and BOX, and the rectangle are white.</p> <p>IC7: Containers not of metal for cleaning industrial parts</p>	USA	<p>03/06/2013 85/948908</p> <p><b>15/09/2015</b> <b>4810810</b></p>	<p><u>September 15, 2021</u>: S. 8 &amp; 15 Declarations</p> <p><u>September 15, 2025</u>: Renewal</p>
<p><b>E-NOX CLEAN</b></p> <p>IC1: Desengraxante [uso industrial]</p> <p><i>Internal translation: Degreaser [industrial use]</i></p>	Brazil	<p>17/11/2009 902122720</p> <p><b>16/04/2013</b> <b>902122720</b></p>	<p><u>April 16, 2023</u>: Renewal</p>
<p><b>E-NOX SHINE</b></p> <p>IC1: Desengraxante [uso industrial]</p> <p><i>Internal translation: Degreaser [industrial use]</i></p>	Brazil	<p>17/11/2009 902122746</p> <p><b>21/11/2017</b> <b>902122746</b></p>	<p><u>November 21, 2027</u>: Renewal</p>
<p><b>E-WELD</b></p> <p>IC1: Antiincrustantes; Substâncias químicas industriais; Desincrustantes</p> <p><i>Internal translation : Antifouling, industrial chemicals, descaling</i></p>	Brazil	<p>17/11/2009 902122703</p> <p><b>10/10/2017</b> <b>902122703</b></p>	<p><u>October 10, 2027</u>: Renewal</p>

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Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. ( <b>in bold</b> )	Status / Due date
<b>FT</b> IC1 : Antincrustantes; Desengraxante [uso industrial]; Substâncias químicas industriais; Desincrustantes	Brazil	19/04/2010 902513010  <b>16/04/2013</b> <b>902513010</b>	<b>April 16, 2023: Renewal</b>
<i>Internal translation: Anti-fouling; Degreaser [industrial use]; Industrial chemicals, descaling</i> <b>NATURE BOOST</b> all purpose cleaning preparations and degreasing preparations for industrial use	Canada	25/10/2012 1599693  <b>20/10/2015</b> <b>TMA917606</b>	<b>October 20, 2030: Renewal</b>
<b>NATURE BOOST</b> IC3: Industrial cleaners and degreasers	USA	27/11/2012 85/788103  <b>16/09/2014</b> <b>4603972</b>	25.09.2019: STIP ne désire pas maintenir <b>September 16, 2020: S8&amp;15 Decl.</b> <b>September 16, 2024: Renewal</b>
<b>NATURE BOOST</b> IC3: Industrial cleaners and degreasers	Brazil	23/11/2012 840341555  <b>27/10/2015</b> <b>840341555</b>	<b>October 27, 2025: Renewal</b>
<b>NATURE BOOST</b> IC3: industrial preparations and degreasers not for fabrication processes	Mexico	31/10/2012 1322391  <b>30/07/2013</b> <b>1386380</b>	<b>October 31, 2022: Renewal</b>

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**Marks in the name of Surface Technologies IP AG in the Americas**

Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<b>POWERCLOTH</b> Cleaning cloths	Canada	07/02/2012 1562960  <b>25/02/2013</b> <b>TMA844550</b>	<b>February 25, 2028</b> : Renewal
<b>POWERCLOTH</b> IC21: Cleaning cloths	USA	9/02/2012 85/538580  <b>22/07/2014</b> <b>4572812</b>	19/08/2019: STIP ne désire pas maintenir  <b>July 22, 2020</b> : S.8 & 15 Declaration <b>July 22, 2024</b> : Renewal
<b>POWER PUCKS</b> IC 3: cleaning agents and preparations for cleaning industrial parts	USA	14/05/2013 85/931553  <b>4/11/2014</b> <b>4630725</b>	11.11.2019: STIP ne désire pas maintenir  <b>November 4, 2020</b> : S.8 & 15 Declaration <b>November 4, 2024</b> : Renewal
<b>POWER PUCKS</b> IC 3: cleaning agents and preparations for cleaning industrial parts	Mexico	3/04/2013 1361832  <b>30/08/2013</b> <b>1394267</b>	<b>April 3, 2023</b> : Renewal
<b>POWER PUCKS</b> IC 3: cleaning agents and preparations for cleaning industrial parts	Brazil	26/04/2013 840498373  <b>8/03/2016</b> <b>840498373</b>	<b>March 8, 2026</b> : Renewal
<b>SC</b> IC1: Desengraxante [uso industrial]	Brazil	17/11/2009 902122789	<b>December 31, 2023</b> : Renewal



**Trademark Portfolio (Updated June 29, 2020)  
Marks in the name of Surface Technologies IP AG in the Americas**

Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<i>Internal translation: Degreaser [industrial use]</i>			
<b>SURFOX</b> Electrolyte cleaning solution; cartridges of electrolyte cleaning solutions; neutralizer for electrolyte cleaning solution; machines for cleaning welded joints on stainless steel, parts and replacement parts therefor; accessories for machines for cleaning welded joints on stainless steel, namely, carrying cases, kits for marking stainless steel containing hand pieces for marking, marking pads, marking stencils, marking fluid, fluid storage containers.	Canada	<b>31/12/2013</b> <b>902122789</b> 23/12/2010 1509204  <b>24/08/2012</b> <b>TMA830,650</b>	<b>August 24, 2027</b> : Renewal
<b>SURFOX</b> IC1: Chemical solutions in the nature of neutralizer for electrolyte cleaning solution for use in connection with for cleaning welded joints on stainless steel IC3: Electrolyte cleaning solution for cleaning welded joints on stainless steel; cartridges of electrolyte cleaning solutions for cleaning welded joints on stainless steel	USA	12/05/2011 85/318,951  <b>25/12/2012</b> <b>4263170</b>	S.8 & 15 Decln. accepted on Jan. 17, 2018  <b>December 25, 2022</b> : Renewal
<b>SURFOX</b> IC7: Portable machines for cleaning welding discolorations on stainless steel; structural parts and replacement structural parts for portable machines for cleaning welding discolorations on stainless steel; accessories for portable machines for cleaning welding discolorations on stainless steel, namely, carrying cases specially adapted for portable machines for cleaning welding discolorations on stainless steel, and stainless steel marking kits for use with portable machines for cleaning welding discolorations on stainless steel comprised primarily of a power marking wand and including hand pieces for marking, marking pads, marking stencils, marking fluid and fluid storage containers	USA	26/05/2011 85/333,521  <b>12/11/2013</b> <b>4432911</b>	S.8 Decl. accepted on February 15, 2019  <b>November 12, 2023</b> : Renewal (**w/S.15 Decl)**
<b>SURFOX</b> IC3: solution de limpieza a base de electrolitos; cartuchos de soluciones de limpieza de limpieza a base de electrolitos; neutralizador para soluciones de limpieza a base de electrolitos (solucion de limpieza)	Mexico	19/05/2011 1179372	<b>May 19, 2021</b> : Renewal

**Trademark Portfolio (Updated June 29, 2020)  
Marks in the name of Surface Technologies IP AG in the Americas**

Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<p>[preparaciones para limpiar].</p> <p><i>Internal translation: Electrolyte cleaning solution; cartridges of electrolyte cleaning solutions; neutralizer for electrolyte cleaning solution</i></p> <p><b>SURFOX</b></p> <p>IC7: aparatos para la limpieza de soldaduras en acero inoxidable; partes y partes de reemplazo para aparatos de limpieza de soldaduras en acero inoxidable, a saber, almohadillas para limpiar, insertos de metal, anillos de sujeción; accesorios para aparatos de limpieza de soldaduras en acero inoxidable, a saber, cajas de transporte, kits de marcado de acero inoxidable comprendidos de piezas manuales para marcado, almohadillas de marcado, plantillas de marcado, fluidos de marcado, recipientes para almacenar fluidos.</p> <p><i>Internal translation: Apparatus for cleaning welds on stainless steel; parts and replacement parts for apparatus for cleaning welds on stainless steel, namely: carrying handles, circuit breakers, clamping rings, cleaning boots, cleaning pads, cleaning wands, cord sets, drip guards, electrolyte tube adaptors, fuse holders, fuses, gaskets, ground cables, ground outlets, housings, logo plates, panels, power cables, power outlets, protective covers, sleeves, stainless steel inserts, stainless steel nuts, stainless steel screws, stainless steel washers, switches, transformer bases, transformers, tungsten inserts, wand holders; accessories for apparatus for cleaning welds on stainless steel, namely: carrying cases, stainless steel marking kits comprised of hand pieces for marking, marking pads, marking stencils, marking fluid, fluid storage containers</i></p>	<p>Mexico</p>	<p><b>15/02/2012</b> <b>1268263</b></p> <p>19/05/2011 1179369</p> <p><b>20/04/2012</b> <b>1280811</b></p>	<p><u>May 19, 2021</u>: Renewal</p>
<p><b>SURFOX</b></p> <p>IC3: solução de limpeza eletrolítica; cartuchos de soluções de limpeza eletrolítica; neutralizador para solução de limpeza eletrolítica.</p> <p><i>Electrolyte cleaning solution; cartridges of electrolyte cleaning solutions; neutralizer for electrolyte cleaning solution</i></p>	<p>Brazil</p>	<p>16/06/2011 831076500</p> <p><b>26/08/2014</b> <b>831076500</b></p>	<p><u>August 26, 2024</u>: Renewal</p>

**Trademark Portfolio (Updated June 29, 2020)  
Marks in the name of Surface Technologies IP AG in the Americas**

Trademark / Goods and/or services	Country / Region	Filing Date & No & Reg. Date & No. <b>(in bold)</b>	Status / Due date
<p><b>SURFOX</b> IC7: aparelhos para limpeza de soldas em aço inoxidável; peças e peças de reposição para aparelhos para limpeza de soldas em aço inoxidável; acessórios para aparelhos de limpeza de soldas em aço inoxidável, a saber, estojos para transporte, conjuntos de marcação de aço inoxidável constituído por peças manuais para marcação, alcochoados de marcação, estêncels de marcação, fluido de marcação, recipientes de armazenamento de fluido.</p> <p><i>Internal translation: Apparatus for cleaning welds on stainless steel; parts and replacement parts for apparatus for cleaning welds on stainless steel, namely: carrying handles, circuit breakers, clamping rings, cleaning boots, cleaning pads, cleaning wands, cord sets, drip guards, electrolyte tube adaptors, fuse holders, fuses, gaskets, ground cables, ground outlets, housings, logo plates, panels, power cables, power outlets, protective covers, sleeves, stainless steel inserts, stainless steel nuts, stainless steel screws, stainless steel washers, switches, transformer bases, transformers, tungsten inserts, wand holders; accessories for apparatus for cleaning welds on stainless steel, namely: carrying cases, stainless steel marking kits comprised of hand pieces for marking, marking pads, marking stencils, marking fluid, fluid storage containers</i></p>	Brazil	<p>16/06/2011 831076518</p> <p><b>26/08/2014</b> <b>831076518</b></p>	<b>August 26, 2024: Renewal</b>
<p><b>UNO S</b> IC1: Antiincrustantes; Desincrustantes; Substâncias químicas industriais; Desengraxante [uso industrial]</p> <p><i>Internal translation: Anti-fouling, scaling, Industrial Chemicals, Degreaser [industrial use]</i></p>	Brazil	<p>17/11/2009 902122665</p> <p><b>31/12/2013</b> <b>902122665</b></p>	<b>December 21, 2023: Renewal</b>

**SCHEDULE B  
AMERICAS PATENTS**

(see attached)

184019/491539  
DOCS 20518850v2

## AMERICAS PATENTS

1. Air Force machine (inventors P. Somers and Pietrandrea Fikai):
  - United States: <https://patents.google.com/patent/US8448677B2/en>
  - Canada: <https://patents.google.com/patent/CA2750391C/en>
  - Mexico:  
[https://worldwide.espacenet.com/publicationDetails/originalDocument?FT=D&date=20120120&DB=EPODOC&locale=en\\_EP&CC=MX&NR=2011013242A&KC=A&ND=4](https://worldwide.espacenet.com/publicationDetails/originalDocument?FT=D&date=20120120&DB=EPODOC&locale=en_EP&CC=MX&NR=2011013242A&KC=A&ND=4)
  
2. Bio-Circle Compact S design (design patent)
  - United States: <https://patents.google.com/patent/USD731717S1/en>

**SCHEDULE C  
TRADEMARK LICENSES**

**Canada**

- Agreement for the Ownership of the Trademarks relating to BIO-CIRCLE Environmental Solutions, entered into on August 1<sup>st</sup>, 2010 between Surface Technologies IP AG and J. Walter Company Ltd. (formerly Walter Surface Technologies Inc.)
- Agreement for the Ownership of BIO-CIRCLE trademark, entered into on October 1<sup>st</sup>, 2007 between Surface Technologies IP AG and J. Walter Company Ltd. (formerly Walter Surface Technologies Inc.)
- License Agreement "BIO-CIRCLE" Trademark, entered into on May 23, 2018 between Surface Technologies IP AG and Walter Surface Technologies Inc.

**United States**

- Agreement for the Ownership of BIO-CIRCLE trademark Company Ltd., entered into on October 1, 2007 between Surface Technologies IP AG and Walter Surface Technologies Incorporated.
- Agreement for the Ownership of the Trademarks relating to BIO-CIRCLE Environmental Solutions, entered into on August 1, 2010 between Surface Technologies IP AG and Walter Surface Technologies Incorporated.

**Mexico**

- Agreement for the Ownership of BIO-CIRCLE trademark Company Ltd., entered into on October 1, 2007 between Surface Technologies IP AG and Walter de Mexico S.A. de C.V.
- Agreement for the Ownership of the Trademarks relating to BIO-CIRCLE Environmental Solutions, entered into on August 1, 2010 between Surface Technologies IP AG and Walter de Mexico S.A. de C.V.

**Brazil**

- Agreement for the Ownership of BIO-CIRCLE trademark Company Ltd., entered into on October 1, 2007 between Surface Technologies IP AG and Walter Industria e Comercio Ltda.
- Agreement for the Ownership of the Trademarks relating to BIO-CIRCLE Environmental Solutions, entered into on August 1, 2010 between Surface Technologies IP AG and Walter Industria e Comercio Ltda.

SCHEDULE D

CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS WALTER INTERNATIONAL BV., having its registered office at Laarderhoogtweg 25, 1101 EB Amsterdam, The Netherlands (hereinafter referred to as the "Assignor") is the registered owner of the entire right, title, interest and benefit in and to the trademarks identified in Exhibit A (hereinafter referred to as the "Trademarks");

WHEREAS WALTER FINANCIAL CANADA INC., having its registered office at 1, carré Westmount, Westmount, suite 1850 (Québec) Canada H3Z2P9 (hereinafter referred to as the "Assignee") has acquired the entire right, title, interest and benefit in and to the Trademarks pursuant to a certain Assignment and Assumption Agreement dated as of June 30, 2020 (the "Assignment Agreement"), pursuant to which the Assignor has assigned all of its right, title, interest and benefit in and to the Trademarks to the Assignee;

NOW, THEREFORE, the Assignor declares as follows:

The Assignor, in consideration of the sum set out in the Assignment Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assigns and confirms that it has assigned and transferred to the Assignee all of its right, title, interest and benefit in and to the Trademarks including all goodwill associated therewith with the Trademarks.

This confirmation is made with the representations and warranties of the Assignment Agreement and no other representations and warranties (including warranties arising by law).

EXECUTED:

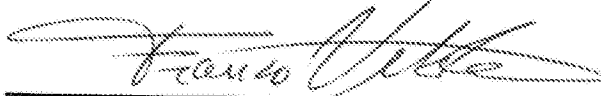
At Amsterdam, as of the 30<sup>th</sup> day of June 2020.

WALTER INTERNATIONAL B.V.

By:   
Authorized representative

At MONTREAL, as of the 30<sup>th</sup> day of June 2020.

WALTER FINANCIAL CANADA INC.

By:   
Authorized representative

**EXHIBIT A**  
**TRADEMARKS**

(see attached)

184019/491539  
DOCS 20518850v2



SCHEDULE E

CONFIRMATORY PATENT ASSIGNMENT AGREEMENT

WHEREAS WALTER INTERNATIONAL B.V., having its registered office at Laarderhoogtweg 25, 1101 EB Amsterdam, The Netherlands (hereinafter referred to as the "Assignor") is the registered owner of the entire right, title, interest and benefit in and to the patents identified in Exhibit A (hereinafter referred to as the "Patents");

WHEREAS WALTER FINANCIAL CANADA INC., having its registered office at 1, carré Westmount, Westmount, suite 1850 (Québec) Canada H3Z2P9 (hereinafter referred to as the "Assignee") has acquired the entire right, title, interest and benefit in and to the Patents pursuant to a certain Assignment and Assumption Agreement dated as of June 30, 2020 (the "Assignment Agreement"), pursuant to which the Assignor has assigned all of its right, title, interest and benefit in and to the Patents to the Assignee;

NOW, THEREFORE, the Assignor declares as follows:

The Assignor, in consideration of the sum set out in the Assignment Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assigns and confirms that it has assigned and transferred to the Assignee all of its right, title, interest and benefit in and to the Patents.

This confirmation is made with the representations and warranties of the Assignment Agreement and no other representations and warranties (including warranties arising by law).

EXECUTED:

At Amsterdam, as of the 20<sup>th</sup> day of June 2020.

WALTER INTERNATIONAL B.V.

By:   
Authorized representative

At Montreal, as of the 27<sup>th</sup> day of June 2020.

WALTER FINANCIAL CANADA INC.

By:   
Authorized representative

EXHIBIT A  
PATENTS

(see attached)

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DOCS 20518850v2

TRADEMARK