

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652577

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bionera Resources Inc.		06/07/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	20 King Street West		
Internal Address:	4th Floor		
City:	Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4281329	BIONERA	
Registration Number:	4500113	BIONERA	
Registration Number:	4440047	BIONERA	
Registration Number:	6168797	BIONERA	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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:	314-552-6077		
Email:	ipdocket@thompsoncoburn.com		
Correspondent Name:	Shoko Naruo		
Address Line 1:	Thompson Coburn LLP		
Address Line 2:	One US Bank Plaza		
Address Line 4:	St. Louis, MISSOURI 63101		
ATTORNEY DOCKET NUMBER:	58732-210139		
NAME OF SUBMITTER:	Shoko Naruo		
SIGNATURE:	/Shoko Naruo/		
DATE SIGNED:	06/08/2021		

CH \$115.00 4281329

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 7, 2021, is made by BIONERA RESOURCES INC., a corporation incorporated and existing under the laws of the Province of British Columbia (the "Granting Party"), in favour of ROYAL BANK OF CANADA, a Canadian chartered bank, as administrative agent (hereinafter called the "Administrative Agent") for the Creditors (as defined in that certain General Security Agreement dated as of June 7, 2021, among the Granting Party, as a grantor, the other grantors party thereto, the Administrative Agent and the lenders from time to time party thereto, as amended, modified, supplemented or replaced from time to time, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement.

PRELIMINARY STATEMENT:

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Administrative Agent for the ratable benefit of the Creditors, the Administrative Agent has required the Granting Party to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Granting Party hereby agrees with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all of its Obligations, the Granting Party hereby grants to the Administrative Agent, for and on behalf of and for the benefit of itself and each of the Creditors, a continuing security interest in and continuing lien on its entire right, title and interest, whether now held, owned or existing or hereafter acquired or arising, in, to and under all United States and Canadian registered and unregistered trade names, trademarks, service marks, domain names and other Internet addresses or identifiers, trade dress, corporate names and similar rights thereto, including any registrations for and applications (excluding U.S. intent to use applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registerability of such applications or the validity or enforceability of registrations issuing from such applications) to register any of the foregoing, including, without limitation, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing (including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit) (collectively, "Trademarks"), and those Trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement. In the case of a conflict or inconsistency between any

provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO, INCLUDING THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, BUT EXCLUDING CHOICE OF LAW RULES.

SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by facsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

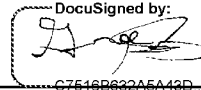
[Remainder of the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTING PARTY:

BIONERA RESOURCES INC.,

a corporation incorporated and existing under the laws of the Province of British Columbia

DocuSigned by:

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By: _____
Name: George So
Title: President

By: _____
Name: Daniel Perruzza
Title: Secretary

IN WITNESS WHEREOF, the Granting Party has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTING PARTY:

BIONERA RESOURCES INC.,


a corporation incorporated and existing under the laws of the Province of British Columbia

By: _____

Name: George So

Title: President

DocuSigned by:

By:  _____

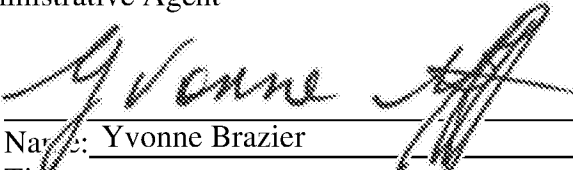
Name: Daniel Perruzza

Title: Secretary

**ACCEPTED BY AND AGREED TO AS OF
THE DATE FIRST WRITTEN ABOVE**

ADMINISTRATIVE AGENT:

ROYAL BANK OF CANADA,
as Administrative Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

By: _____
Name: _____
Title: _____

EXHIBIT A
TRADEMARKS

TRADEMARK	APPLICATION NO. / REGISTRATION NO.	REGISTRATION DATE
BIONERA	85/081,379 4,281,329	January 29, 2013
BIONERA	85/081,367 4,500,113	March 25, 2014
BIONERA	85/906,192 4,440,047	November 26, 2013
BIONERA	88/844,662 6,168,797	October 6, 2020

TRADEMARK SECURITY AGREEMENT
(BIONERA RESOURCES INC.)