

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPECTRA PREMIUM MOBILITY SOLUTIONS CANADA LTD.		11/12/2021	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	INVESTISSEMENT QUÉBEC		
Street Address:	1195, avenue Lavigerie		
Internal Address:	bureau 060		
City:	Québec (Québec)		
State/Country:	CANADA		
Postal Code:	G1V 4N3		
Entity Type:	governmental agency: QUEBEC		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3707052	SPECTRA PREMIUM	
Registration Number:	4986205	SERVICE PRODUCTS INNOVATION SPI	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	803-799-2000		
Email:	ip@nelsonmullins.com,geordie.zug@nelsonmullins.com		
Correspondent Name:	Nelson Mullins Riley & Scarborough LLP		
Address Line 1:	301 S. College St.		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	071913.09000		
NAME OF SUBMITTER:	Charles G. Zug		
SIGNATURE:	/cgz/		
DATE SIGNED:	02/04/2022		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 12th day of November, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “**Grantors**”, and each individually, a “**Grantor**”), and INVESTISSEMENT QUÉBEC (the “**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain letter of offer dated as of November 12, 2021 by and among **SPECTRA PREMIUM MOBILITY SOLUTIONS CANADA LTD.**, as borrower (the “**Borrower**”), and the Lender, as lender (as amended, restated, supplemented, or otherwise modified from time to time, the “**Letter of Offer**”), the Lender has agreed to make a loan to the Borrower pursuant to the terms and conditions thereof;

WHEREAS, the Lender is willing to make the Loan to the Borrower as provided for in the Letter of Offer and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender, that certain Canadian Guaranty and Security Agreement, dated as of November 12, 2021 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guaranty and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns (by way of a security interest), and pledges to the Lender to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS**. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether

now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Lender pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors shall give prompt notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantors' obligations under this Section, the Grantors hereby authorize the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION Error! Reference source not found. OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

SPECTRA PREMIUM MOBILITY
SOLUTIONS CANADA LTD.

By: 
Name: Ilya Koffman
Title: President

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:
INVESTISSEMENT QUÉBEC

By: _____
Name: Mathieu Marcil
Title: Directeur de comptes, créances spéciales

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GRANTOR:

**SPECTRA PREMIUM MOBILITY
SOLUTIONS CANADA LTD.**

By: _____
Name: Ilya Koffman
Title: President

LENDER:

**ACCEPTED AND ACKNOWLEDGED BY:
INVESTISSEMENT QUÉBEC**

By: _____
Name: Mathieu Marcil
Title: Directeur de comptes, créances spéciales

DocuSigned by:
Mathieu Marcil
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