

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM814864

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Les Industries Bernard & Fils Lteé		11/15/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	155 Wellington Street West, 8th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V 3K7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5784602	BERNARD	
<b>Registration Number:</b>	4225445	OLD FASHIONED MAPLE CREST	
<b>Registration Number:</b>	3748128	B&S MASTER SUGAR MAKERS 5TH GENERATION	
<b>Registration Number:</b>	3264367	BERNARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022801177		
<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>	9042472620		
<b>Email:</b>	eastdocket@holleymenker.com		
<b>Correspondent Name:</b>	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
<b>Address Line 1:</b>	PO Box 331937		
<b>Address Line 4:</b>	ATLANTIC BEACH, FLORIDA 32233		
<b>ATTORNEY DOCKET NUMBER:</b>	5504.3001		
<b>NAME OF SUBMITTER:</b>	James R. Menker		
<b>SIGNATURE:</b>	/jmenker/		
<b>DATE SIGNED:</b>	06/02/2023		
<b>Total Attachments: 6</b>			
source=2022115 IP CONF SECURITY AGMT GRANTED BY LES INDUSTRIES BERNARD & FILS LTEE TO			

OP \$115.00 5784602

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INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of November 15, 2022, is made by Les Industries Bernard & Fils Ltée (the **Grantor**) in favour of Royal Bank of Canada (the **Secured Party**).

**WITNESSETH:**

**WHEREAS** the Grantor is the registered owner of (i) the Canadian trademarks listed in Schedule "A" hereto (the **Canadian Trademarks**) and (ii) the United States trademarks listed in Schedule "B" hereto (the **US Trademarks**) and together with the Canadian Trademarks, the **Intellectual Property**);

**WHEREAS** the Secured Party and the Grantor have entered into a deed of hypothec dated as of November 11, 2022 (the **Deed of Hypothec**), as security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor granted to the Secured Party a hypothec on, among other things, the Intellectual Property;

**WHEREAS** the Grantor and the Secured Party have registered and published the Deed of Hypothec in accordance with applicable law, including the laws of the Province of Québec; and

**WHEREAS** the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Deed of Hypothec and the hypothec created thereunder on the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Deed of Hypothec and that, pursuant to the Deed of Hypothec, the Grantor has granted to and in favour of the Secured Party a hypothec on, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the hypothec on the Intellectual Property are more fully set forth in the Deed of Hypothec and that in the event of a conflict between the provisions of this Agreement and the provisions of the Deed of Hypothec, the terms of the Deed of Hypothec shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar, or any other applicable government office of the USPTO record this Agreement with respect to the US Trademarks
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afferents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

**LES INDUSTRIES BERNARD & FILS LTÉE**  
as Grantor

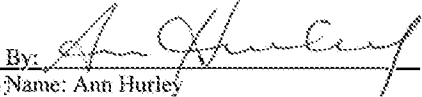
By:   
Name: **MARTIN BERNARD**  
Titre: **V-P EXECUTIVE**

[Signatures continue on next page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]








**TRADEMARK**  
**REEL: 008091 FRAME: 0222**

**ROYAL BANK OF CANADA**  
as Secured Party

By:   
Name: Ann Hurley  
Title: Title: Manager, Agency

**SCHEDULE "A"**

**CANADIAN TRADEMARKS**

<b>Trademark</b>	<b>Application/Registration Date</b>	<b>Application No./Registration No.</b>
	App. Date 2017-06-14 Reg. Date 2018-11-28	App. No. 1842513 Reg. No. TMA1009931
LA CABANE À RÉAL	App. Date 2013-03-06 Reg. Date 2015-03-18	App. No. 1617156 Reg. No. TMA899015
	App. Date 2008-12-23 Reg. Date 2010-02-16	App. No. 1422991 Reg. No. TMA759551
	App. Date 2008-02-06 Reg. Date 2009-05-12	App. No. 1382256 Reg. No. TMA739948
OLD FASHIONED MAPLE CREST	App. Date 2003-12-24 Reg. Date 2004-10-27	App. No. 1200269 Reg. No. TMA623754
	App. Date 2000-05-15 Reg. Date 2002-03-18	App. No. 1058836 Reg. No. TMA559370
	App. Date 2008-12-23 Reg. Date 2010-04-06	App. No. 1422989 Reg. No. TMA763357
	App. Date 2008-02-06 Reg. Date 2009-05-12	App. No. 1382255 Reg. No. TMA739947
	App. Date 2008-02-06 Reg. Date 2009-05-12	App. No. 1382254 Reg. No. TMA739953
OLD FASHION MAPLE CREST	App. Date 1995-08-18 Reg. Date 1996-08-23	App. No. 0790507 Reg. No. TMA461934

**SCHEDULE "B"**

**US TRADEMARKS**

<b>Trademark</b>	<b>Application/Registration Date</b>	<b>Application No./Registration No.</b>
	App. Date 2017-09-27 Reg. Date 2019-06-25	App. No. 87625468 Reg. No. 5784602
OLD FASHIONED MAPLE CREST	App. Date 2012-03-09 Reg. Date 2012-10-16	App. No. 85565113 Reg. No. 4225445
B&S MASTER SUGAR MAKERS 5TH	App. Date 2008-02-08 Reg. Date 2010-02-16	App. No. 77392495 Reg. No. 3748128
	App. Date 2005-10-03 Reg. Date 2007-07-17	App. No. 78725393 Reg. No. 3264367