

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM858658

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triple M Metal LP		12/01/2023	Limited Partnership: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Agent		
Street Address:	155 Wellington Street West, 8th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6306692	TRIPLE M METAL	
Registration Number:	3956522	TRIPLE M METAL	
Registration Number:	3909901	TRIPLE M METAL LP	
CORRESPONDENCE DATA			
Fax Number:	6144625135		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	12/05/2023		
Total Attachments: 6			
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AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS)

This AMENDED AND RESTATED SECURITY AGREEMENT (TRADEMARKS), dated as of December 1, 2023, is delivered pursuant to Section 5.7 of the Second Amended and Restated Guarantee and Security Agreement, dated as of the date hereof, by the Grantors party thereto, and such other Grantors from time to time who become party thereto, in favour of Royal Bank of Canada, as Agent for the Lenders referred to therein (the "Agreement"). Capitalized terms used herein without definition are used as defined in the Agreement.

WHEREAS, Triple M Metal LP, as grantor, entered into that certain Security Agreement (Trademarks) dated March 17, 2022 with Matalco Inc. and Agent, as amended from time to time (the "Prior Security Agreement").

AND WHEREAS, this Agreement amends and restates in its entirety that Prior Security Agreement. It is intended that the terms and provisions of this Agreement, and not the Prior Security Agreement, shall govern the pledged security interests of Grantor in favor of Agent for and on behalf of the Lenders described herein from and after the date of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

Section 1. Grant of Security Interest

As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders arising under the Credit Agreement, the Grantor hereby assigns and grants, as security, to the Agent a security interest (the "Security Interest") in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Annex "3-A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "Licence Agreement"), and all rights corresponding thereto throughout the world (all of the foregoing trademarks and rights are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks").

Section 2. Exception to Security Interest

The last day of the term of any Licence Agreement is specifically excepted from the Security Interest, but the Grantor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Grantor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which the Grantor is a party would constitute a breach or cause the acceleration thereof, the Grantor hereby agrees to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favour of the Agent, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Grantor shall hold its interest therein in trust for the Agent, unless the holding of such interest by the Grantor in trust for the Agent would constitute a breach or cause the acceleration thereof.

Section 3. Event of Default

In this agreement, "Event of Default" has the meaning ascribed thereto in the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Agent shall be entitled to enforce the Security Interest and in so doing may exercise all rights and remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (Ontario)).

Section 4. Agent's Appointment as Attorney-in-Fact.

The Grantor irrevocably constitutes and appoints the Agent and each of its authorized agents from time to time as the true and lawful attorney of the Grantor with power of substitution in the name of the Grantor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Grantor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Agent deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Agent may determine as permitted by law and whether or not the Agent has taken possession of the Trademarks.

Section 5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Grantor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of Ontario and the Grantor hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Agent to bring or initiate proceedings against the Grantor or any other person elsewhere.

Section 6. Further Assurances


From time to time, at the request of the Agent, the Grantor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Agent may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Agent to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

Section 7. Paramourncy

To the extent that there is any inconsistency between a provision of this Agreement and a provision of the Credit Agreement, the provision of the Credit Agreement shall govern.

In witness whereof, the undersigned has caused this Amended and Restated Security Agreement (Trademarks) to be duly executed and delivered as of the date first above written.

TRIPLE M METAL LP, BY ITS GENERAL PARTNER, TRIPLE M METAL CORP.

Per: 
42B40DAF5A1C4F8

Name: Derrick Phelps
Title: Chief Financial Officer

Per: _____
Name:
Title:
We have authority to bind the Corporation

ACKNOWLEDGED AND AGREED
as of the date first above written:

ROYAL BANK OF CANADA, as Agent

Per: _____
Name:
Title:

In witness whereof, the undersigned has caused this Amended and Restated Security Agreement (Trademarks) to be duly executed and delivered as of the date first above written.

TRIPLE M METAL LP, BY ITS GENERAL PARTNER, TRIPLE M METAL CORP.

Per: _____

Name:

Title:

Per: _____

Name:

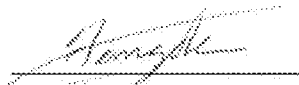
Title:

We have authority to bind the Corporation.

ACKNOWLEDGED AND AGREED

as of the date first above written:

ROYAL BANK OF CANADA, as Agent

Per:  _____

Name: Drake Guo

Title: Deal Manager

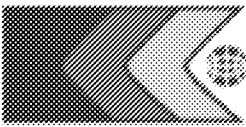

Annex "3-A"

List of Trademarks

Trademarks Registered in the United States

Mark	Application No.	Registration No.	Status	Owner/Assignee
Triple M Metal Service Mark	90106183	6,306,692	Registered- Class 35	Triple M Metal LP
TRIPLE M METAL		3956522	Registered- Section 8 and 9	Triple M Metal LP
Triple M Metal LP & Design		3,909,901		Triple M Metal LP

Trademarks Registered in Canada

Mark	Type	Application No.	Registration No.	Status	Owner/Assignee
 TRIPLE M METAL LP	Design	1439755	TMA776322	Registered	Triple M Metal LP
 TRIPLE M METAL LP	Design	2044626		Formalized. Live/Application/ Awaiting Examination	Triple M Metal LP

TRIPLE M METAL	Word	1439751	TMA776394	Registered	Triple M Metal LP
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TRADEMARK

REEL: 008279 FRAME: 0315

RECORDED: 12/05/2023