

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859354

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spark Power Corp.		12/06/2023	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West, 18th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5X 1A1		
Entity Type:	Association: CANADA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	88902788	TRUSTED PARTNER IN POWER	
Serial Number:	88655459	THE FUTURE OF POWER	
Serial Number:	88902800	POLE-TO-PRODUCT	
Serial Number:	90376093		
Serial Number:	90252211	SPARK	
Serial Number:	90252130	SPARK POWER	
Serial Number:	90375869	SPARK POWER CORP	
Serial Number:	90252240	SPARK SAFETY	
Serial Number:	90252274	SPARKPOWER	
Serial Number:	90375997	SPARKPOWER CORP	
Serial Number:	90375929	SPARKPOWER CORP	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		

CH \$290.00 88902788

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/07/2023
Total Attachments: 6 source=12-7-2023 Spark_Power_3-TM#page2.tif source=12-7-2023 Spark_Power_3-TM#page3.tif source=12-7-2023 Spark_Power_3-TM#page4.tif source=12-7-2023 Spark_Power_3-TM#page5.tif source=12-7-2023 Spark_Power_3-TM#page6.tif source=12-7-2023 Spark_Power_3-TM#page7.tif	

TRADEMARK COLLATERAL AGREEMENT

This 6th day of December, 2023, Spark Power Corp., a corporation incorporated under the laws of the Province of Ontario (“*Debtor*”) with its principal place of business and mailing address at 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, with its mailing address at 100 King Street West, 18th Floor, Toronto Ontario M5X 1A1, and its successors and assigns (“*Agent*”), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain General Security Agreement bearing even date herewith between Debtor, the other debtors party thereto from time to time, and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Unless otherwise defined herein, terms used herein shall have the meanings given to them in the Security Agreement and the Credit Agreement (as defined in the Security Agreement), as applicable.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a “Statement of Use” having been filed and accepted by the United States Patent and Trademark Office (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a “Statement of Use” having been filed and accepted by the United States Patent and Trademark Office, then this Trademark Collateral

Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a "Statement of Use" is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

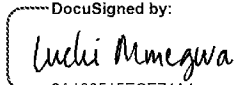
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles, other than Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York, that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SPARK POWER CORP.

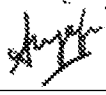
By  _____
Name: Luchi Mmegwa
Title: Secretary

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Administrative Agent

By Ashley Cooper
Name Ashley Cooper
Title Director

Type text here

By 
Name Ali Jafri
Title Senior Director - Asset Based Lending


SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT

1. Application Number 88902788
 - a. Word Mark: TRUSTED PARTNER IN POWER
 - b. Design Mark: N/A
 - c. Filed: May 6, 2020
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

2. Application Number 88655459
 - a. Word Mark: THE FUTURE OF POWER
 - b. Design Mark: N/A
 - c. Filed: Oct. 15, 2019
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

3. Application Number 88902800
 - a. Word Mark: POLE-TO-PRODUCT
 - b. Design Mark: N/A
 - c. Filed: May 6, 2020
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

4. Application Number 90376093
 - a. Word Mark: N/A

 - b. Design Mark: 
 - c. Filed: December 11, 2020
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

5. Application Number 90252211
 - a. Word Mark: SPARK
 - b. Design Mark: N/A
 - c. Filed: October 13, 2020
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

6. Application Number 90252130
 - a. Word Mark: SPARK POWER
 - b. Design Mark: N/A
 - c. Filed: October 13, 2020
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

7. Application Number 90375869
- a. Word Mark: SPARK POWER CORP
 - b. Design Mark: N/A
 - c. Filed: December 11, 2020
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

8. Application Number 90252240
- a. Word Mark: SPARK SAFETY
 - b. Design Mark: N/A
 - c. Filed: October 13, 2020
 - d. Owner: Spark Power Corp.
 - e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

9. Application Number 90252274
- a. Word Mark: SPARK POWER & Design

SPARKPOWER

- b. Design Mark:
- c. Filed: October 13, 2020
- d. Owner: Spark Power Corp.
- e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

10. Application Number 90375997
- a. Word Mark: SPARK POWER & Line Design

SPARKPOWER

- b. Design Mark:
- c. Filed: December 11, 2020
- d. Owner: Spark Power Corp.
- e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7

11. Application Number 90375929
- a. Word Mark: SPARKPOWER CORP

SPARKPOWER

- b. Design Mark:
- c. Filed: December 11, 2020
- d. Owner: Spark Power Corp.
- e. Address: 1337 North Service Road East, Suite 200, Oakville, Ontario, Canada L6H 1A7