

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3862679

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	STANTEC CONSULTING SERVICES INC.	05/06/2016
RECEIVING PARTY DATA		
Name:	CANADIAN IMPERIAL BANK OF COMMERCE	
Street Address:	595 BAY STREET, 5TH FLOOR	
City:	TORONTO, ONTARIO	
State/Country:	CANADA	
Postal Code:	M5G 2C2	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	7349831	
Patent Number:	7797143	
Patent Number:	7971541	
CORRESPONDENCE DATA		
Fax Number:	(302)636-5454	
<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:	202-408-3121 X62348	
Email:	jean.paterson@cscglobal.com	
Correspondent Name:	CORPORATION SERVICE COMPANY	
Address Line 1:	1090 VERMONT AVENUE NW, SUITE 430	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	133298	
NAME OF SUBMITTER:	JEAN PATERSON	
SIGNATURE:	/jep/	
DATE SIGNED:	05/06/2016	
Total Attachments: 5		
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NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS (this “**Agreement**”) dated as of May 6, 2016, between Stantec Consulting Services Inc., a New York corporation (the “**Grantor**”), and Canadian Imperial Bank of Commerce, as administrative agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

RECITALS

- (A) Stantec Inc., a Canada corporation (“**Borrower**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), the Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of May 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of May 6, 2016, in favor of the Administrative Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by acceleration or otherwise) of all Secured Liabilities (as defined in the Credit Agreement), the Grantor hereby pledges, assigns, transfers and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Property):

- (a) all United States Patents owned by the Grantor and registered or pending registration with the United States Patent and Trademark Office, including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or, if applicable, dilution of any owned Patent.

Section 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Property.

Section 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.


Section 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its respective officer or representative thereunto duly authorized as of the date first written above.

STANTEC CONSULTING SERVICES INC.,
as Grantor

By: 
Name: Paul J.D. Alpern
Title: Senior Vice President

Signature Page -- Notice of Grant of Security Interest in Patents

ACCEPTED AND AGREED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent

By: _____

Name:

Jordan Spellman
Executive Director

Title:

Jordan Stewart
Director

SCHEDULE I TO THE NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

PATENT REGISTRATIONS

Patents

Grantor	Title	Reg. No.	Date
Stantec Consulting Services Inc.	River Assessment, Monitoring and Design System	7,349,831	Date of Grant: Mar 25, 2008
Stantec Consulting Services Inc.	River Assessment, Monitoring and Design System	7,797,143	Grant Date: Sep 14, 2010
Stantec Consulting Services Inc.	Submerged Substrate Plug Cutter and Related Method	7,971,541	Grant Date: Jul 5, 2011