

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3989176

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
1075880 B.C. LTD.	06/30/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE
<b>Street Address:</b>	400 BURRARD STREET, 7TH FLOOR
<b>Internal Address:</b>	ATTENTION: JURGEN VAN VUUREN
<b>City:</b>	VANCOUVER
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V6C 3A6
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8567387
<b>Patent Number:</b>	9097427
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)706-9000
<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>	312-701-8352
<b>Email:</b>	ejpalmer@mayerbrown.com, msherlock@mayerbrown.com
<b>Correspondent Name:</b>	ERICK J. PALMER
<b>Address Line 1:</b>	P.O. BOX 2828
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2828
<b>ATTORNEY DOCKET NUMBER:</b>	16509035
<b>NAME OF SUBMITTER:</b>	ERICK J. PALMER
<b>SIGNATURE:</b>	/EJP/
<b>DATE SIGNED:</b>	08/02/2016
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

1075880 B.C. LTD.

(the “**Obligor**”)

TO: CANADIAN IMPERIAL BANK OF COMMERCE (the “**Lender**”)

DATE: June 30, 2016

### RECITALS:

- A. The Obligor, as borrower, the other Loan Parties from time to time party thereto, and the Lender, as lender, are parties to the Credit Agreement (as defined below).
- B. Pursuant to the Credit Agreement, the Obligor entered into a general security agreement dated June 30, 2016 (as amended, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) in favour of the Lender, whereby the Obligor granted a security interest in all present and after-acquired personal property of the Obligor, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the Obligations (as defined below), the Obligor has agreed to enter into this Agreement.

FOR VALUE RECEIVED and intending to be legally bound by this intellectual property security agreement (the “**Agreement**”), the Obligor agrees as follows:

### 1. INTERPRETATION

1.1 Capitalized Terms In this Agreement, except where the context otherwise requires:

- (a) “**Credit Agreement**” mean the credit agreement dated June 30, 2016 among the Obligor, as borrower, the other Loan Parties from time to time party thereto, and the Lender, as lender, as amended, restated, supplemented, modified or replaced from time to time.
- (b) “**Obligations**” has the meaning ascribed thereto in the Credit Agreement.

1.2 Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

### 2. GRANT OF SECURITY, ETC.

2.1 Grant of Security As security for payment and performance of the Obligations, the Obligor mortgages, charges, assigns, transfers and pledges to the Lender as a fixed and specific mortgage and charge, and grants the Lender a security interest in, all of the Obligor's right, title and interest in and to all trademarks, patents, copyrights, and all other intellectual property (collectively, the “**Intellectual Property**”) now owned or at any time hereafter acquired by the Obligor or in which

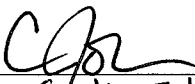
the Obligor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule "A"** hereto).

- 2.2 Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Obligor does hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property are more fully set forth in the General Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein, excluding the conflict of law rules of that province.

[Signature page follows]

IN WITNESS OF WHICH, the Obligor has duly executed this Agreement as of the date first above written.


1075880 B.C. LTD.,  
by its authorized signatory:

Per:   
Name: Curtis Johanson  
Title: Authorized Signatory

**SCHEDULE A**

**INTELLECTUAL PROPERTY**

**A. Trademarks, trademark registrations, and pending applications**

<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Product Related to Trademark</b>
HOT SHOT	CANADA	695,552	TMA411,509	HotShot Fireplace Insert
MONTIGO	CANADA	639,025	TMA374,656	All Products
	CANADA	642,363	TMA375,935	Not actively used
MONTIGO	UNITED STATES	74/029,129	1,727,356	All Products
WILDFIRE	UNITED STATES	75/098,798	2,133,242	Wildfire Products: HW38 + HW42 Standard gas fireplaces.
DELRAY	UNITED STATES	74/722,352	2,112,736	Not actively used

**B. Patents, patent applications, industrial designs, and industrial design applications**

<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Patent No.</b>	<b>Product Related to Patent</b>
UNVENTED GAS FIREPLACE	UNITED STATES	13/018,720	8,567,387	New Product PL42VO Vent free outdoor fireplace
UNVENTED GAS FIREPLACE	CANADA	2,736,458	Pending	New Product PL42VO Vent free outdoor fireplace
COOLING SYSTEM FOR GAS FIREPLACE	CANADA	2,813,871	2,813,871	CVIEW CUSTOM FIREPLACES + RP424PF Peninsula fireplace
COOLING	UNITED STATES	13/906,837	9,097,427	CVIEW

SYSTEM FOR GAS FIREPLACE	STATES			CUSTOM FIREPLACES + RP424PF Peninsula fireplace
DRAUGHTRESISTANT FIREPLACE PILOT	CANADA	2,684,542	2,684,542	Outdoor Fire Pits CFPO

**C. Copyright applications and registrations**

None.