

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4245803

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
INTERNATIONAL WATER-GUARD INDUSTRIES INC.	01/24/2017
RECEIVING PARTY DATA	
Name:	THE BANK OF NOVA SCOTIA
Street Address:	SUITE 700 - 409 GRANVILLE STREET
City:	VANCOUVER
State/Country:	CANADA
Postal Code:	V6C 1T2
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	61240004
Application Number:	61380904
Patent Number:	6454952
Patent Number:	6463956
Patent Number:	6766822
Application Number:	15133165
Patent Number:	8568585
Patent Number:	9409795
Application Number:	61193453
CORRESPONDENCE DATA	
Fax Number:	(604)646-2601
<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>	
Email:	amy.truscott@nortonrosefulbright.com
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP
Address Line 1:	1800 - 510 WEST GEORGIA STREET
Address Line 4:	VANCOUVER, CANADA V6B 0M3
ATTORNEY DOCKET NUMBER:	16-4699
NAME OF SUBMITTER:	RICHARD A. JOHNSON
SIGNATURE:	/RichardAJohnson/

DATE SIGNED:	01/26/2017
Total Attachments: 6 source=BNS-security agreement#page1.tif source=BNS-security agreement#page2.tif source=BNS-security agreement#page3.tif source=BNS-security agreement#page4.tif source=BNS-security agreement#page5.tif source=BNS-security agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECURITY AGREEMENT (as amended, supplemented, or otherwise modified from time to time, the "**Recordable IP Security Agreement**") dated as of January 24, 2017, is made by INTERNATIONAL WATER-GUARD INDUSTRIES INC. a British Columbia company (the "**Debtor**") in favor of The Bank of Nova Scotia (the "**Secured Party**").

WHEREAS, the Debtor has executed and delivered to the Secured Party an intellectual property security agreement dated as of January 24, 2017 (the "**IP Security Agreement**") in connection with the terms and conditions of the Commitment Letter (as defined in the IP Security Agreement),

WHEREAS, under the terms of the IP Security Agreement, the Debtor has granted to the Secured Party a security interest in certain intellectual property of the Debtor and has agreed as a condition thereof to execute this Recordable IP Security Agreement covering such intellectual property for recording with the Canadian Patent and Trademark Office, the U.S. Patent and Trademark Office and other governmental bodies or offices where the Debtor has registered the intellectual property.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

SECTION 1. Grant of Security. The Debtor hereby grants to the Secured Party a security interest in and to all of the Debtor's right, title and interest in and to the following (collectively, the "**Collateral**"):

- (i) all Canadian and United States trademarks and service mark registrations, applications, and licenses set forth in Exhibit A hereto (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), (the "**Trademarks**");
- (ii) all Canadian, United States, international and foreign patents, patent applications and statutory invention registrations, including, without limitation, the patents and patent applications set forth in Exhibit A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, all inventions therein, all rights therein provided by international treaties or conventions and all improvements thereto, together with all rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto (the "**Patents**");
- (iii) any and all claims for damages for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all Proceeds and products of any of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this Recordable IP Security Agreement secures the payment of all Obligations (as defined in the IP Security Agreement) of the Debtor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Debtor authorizes and requests that the Commissioner of Patents and Trademarks of the Canadian Intellectual Property Office and the Commissioner for Patents and for Trademarks of the US Patent Office & Trademark Offices and any other applicable governmental office record this Recordable IP Security Agreement.

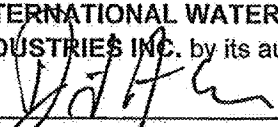
SECTION 4. This Recordable IP Security Agreement has been entered into in conjunction with the provisions of the IP Security Agreement. The Debtor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Bank with respect to the Collateral are more fully set forth in the IP Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This Recordable IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

INTERNATIONAL WATER-GUARD
INDUSTRIES INC. by its authorized signatory:



Name: David Apple

NRF77138041.04 (Recordable IP Security Agreement)

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EXHIBIT A

Title	Country	Date	Number	Owner	Status	Next Due	Item Due	Im
Faucet Spout Insert	U.S.A.	04-Sep-2009	(61/240,004)	International Water-Guard Industries Inc.	[File Closed]			V82156USP
FAUCET SPOUT INSERT	U.S.A.	08-Sep-2010	(61/380,904)	International Water-Guard Industries Inc.	[File Closed]			V82156USP2
Fluid Sterilization Apparatus	Canada	24-Feb-2009	2,339,609	International Water-Guard Industries Inc.	Issued	05-Jun-2017	Next Renewal	V80967CA
Fluid Sterilization Apparatus	U.S.A.	24-Sep-2002	6,454,952	International Water-Guard Industries Inc.	Issued			V80987US
Method of Water Distribution and Apparatus Therefor	Brazil	15-Jan-2008	PI 9914467-0	International Water-Guard Industries Inc.	Issued	29-Sep-2017	Next Renewal Deadline	V81173BR
Method of Water Distribution and Apparatus Therefor	Canada	22-Nov-2005	2,345,995	International Water-Guard Industries Inc.	Issued	29-Sep-2017	Next Renewal Deadline	V80955CA
Method of Water Distribution and Apparatus Therefor	China	24-Mar-2004	ZL99813285.3	International Water-Guard Industries Inc.	Issued	29-Sep-2017	Next Renewal Deadline	V80992CN
Method of Water Distribution and Apparatus Therefor	European Patent Office	29-Sep-1999	(99945811.0)	International Water-Guard Industries Inc.	[Abandoned on Instruction]			V80989EP
Method of Water Distribution and Apparatus Therefor	Japan	29-Sep-1999	(572459/2000)	International Water-Guard Industries Inc.	[Abandoned on Instruction]			V80988JP
Method of Water Distribution and Apparatus Therefor	U.S.A.	15-Oct-2002	6,463,956	International Water-Guard Industries Inc.	Issued			V80990US
Method of Water Distribution and Apparatus Therefor	U.S.A.	27-Jul-2004	6,766,822	International Water-Guard Industries Inc.	Issued			V80986US

Title	Countr	Date	Number	Owne	Status	Next Due	Item Due	Im
TANK DISINFECTION	U.S.A.			International Water- Guard Industries Inc.	Not Yet Filed			V89564USP
Water Distribution System With Dual Use Water Treatment	Canada	01-Dec- 2009	(2,686,836)	International Water- Guard Industries Inc.	Application Allowed	01-Dec-2016	Next Renewal Deadline	V82157CA1
WATER DISTRIBUTION SYSTEM WITH DUAL USE WATER	U.S.A.	19-Apr- 2016	(15/133,16 5)	International Water- Guard Industries Inc.	Application Filed			V82157US2C ON
WATER DISTRIBUTION SYSTEM WITH DUAL USE WATER	U.S.A.	29-Oct- 2013	8,568,585	International Water- Guard Industries Inc.	Issued	29-Apr-2017	Next Renewal Deadline	V82157US1
WATER DISTRIBUTION SYSTEM WITH DUAL USE WATER	U.S.A.	09-Aug- 2016	9,409,795	International Water- Guard Industries Inc.	Issued	09-Feb-2020	Next Renewal Deadline	V82157US2
WATER DISTRIBUTION SYSTEM WITH DUAL USE WATER	U.S.A.	01-Dec- 2008	(61/193,45 3)	International Water- Guard Industries Inc.	[File Closed]			V82157USP

Number of
Cases: 1
7

Total
Number of 1
7

(a) registered trademarks, service marks and applications to register trademarks and service marks;

Trade-Mark	Country of Registration	Registration Number	Registration Date
WATER GUARD	Canada	TMA 582,259	May 23, 2003

NRF/7138041.04 (Recordable IP Security Agreement)

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