

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4279374

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SALFORD BBI INC.	11/26/2014
RECEIVING PARTY DATA		
Name:	BANK OF MONTREAL, A CANADIAN CHARTERED BANK, AS ADMINISTRATIVE AGENT	
Street Address:	1 FIRST CANADIAN PLACE, 11TH FLOOR	
Internal Address:	CORPORATE FINANCE DIVISION	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5X1A1	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Patent Number:	7380733
	Patent Number:	8844846
	Application Number:	62040515
CORRESPONDENCE DATA		
Fax Number:	(519)474-0800	
<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:	patents@brunetco.com	
Correspondent Name:	BRUNET & CO. LTD.	
Address Line 1:	401 BAY ST., SUITE 1600	
Address Line 4:	TORONTO, CANADA M5H2Y4	
ATTORNEY DOCKET NUMBER:	SFM-0025-USP	
NAME OF SUBMITTER:	ROBERT A.H. BRUNET	
SIGNATURE:	/Robert A.H. Brunet/	
DATE SIGNED:	02/16/2017	
Total Attachments: 7		
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PATENT

REEL: 041282 FRAME: 0598

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") dated November 26, 2014, is made by Salford BBI Inc., a Delaware corporation (together with its successors, by amalgamation or otherwise, and permitted assigns, being hereinafter referred to collectively as the "Grantor"), in favor of Bank of Montreal ("BMO"), as administrative agent hereunder for the Lenders (as defined in the Security Agreement referred to below) (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as the "Agent").

WHEREAS, the Grantor has entered into a Security Agreement dated as of November 26, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent. Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the benefit of the Agent and the Lenders a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

- (a) the United States patents and patent applications set forth in Schedule A hereto (the "Patents");
- (b) the United States trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "Trademarks or Service Marks");
- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, 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
- (f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor.

SECTION 3. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral 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. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.


SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

SALFORD BBI INC., as Grantor

By: 
Name: RICHARD C. MAGNER
Title: President

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

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

SALFORD BBI INC., as Grantor

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

BANK OF MONTREAL, as Agent

By: 
Name: Kerry O'Neill
Title: Managing Director

By: _____
Name:
Title:

Schedule A
to
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

PATENT NO. / APP. NO.	STATUS	TITLE COMMENTS
7,380,733	ISSUED: 6/3/2008	Plural Bin Metering System
8,844,846	ISSUED: 9/30/2014	Binary Hydraulic Manifold System

II. PATENT APPLICATIONS

PATENT NO. / APP. NO.	STATUS	TITLE COMMENTS
62/040,515	FILED: 8/22/2014	Spinner for a Particulate Material Spreader

**Schedule B
to
Intellectual Property Security Agreement**

TRADEMARKS

I. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
None.	n/a	n/a

II. TRADEMARK APPLICATIONS

None.

**Schedule C
to
Intellectual Property Security Agreement**

COPYRIGHTS

III. COPYRIGHT REGISTRATIONS

None.

IV. COPYRIGHT APPLICATIONS

None.

V. COPYRIGHT LICENSES

None.