

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT4831862

<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>
CAMINO MODULAR SYSTEMS INC.	02/15/2018
GLOBAL INTEGRATED FLOORING SOLUTIONS INC.	02/15/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GARRISON LOAN AGENCY SERVICES LLC
<b>Street Address:</b>	1290 AVENUE OF THE AMERICAS
<b>Internal Address:</b>	SUITE 914
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10104
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8690109
Patent Number:	7810299
Patent Number:	7770345
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)773-5200
<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>	703-773-4000
<b>Email:</b>	patentschgo@dlapiper.com
<b>Correspondent Name:</b>	JENNIFER LACROIX
<b>Address Line 1:</b>	444 WEST LAKE STREET, SUITE 900
<b>Address Line 2:</b>	DLA PIPER LLP
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 20195
<b>ATTORNEY DOCKET NUMBER:</b>	378241-000015
<b>NAME OF SUBMITTER:</b>	YING MAI
<b>SIGNATURE:</b>	/Ying Mai/
<b>DATE SIGNED:</b>	02/20/2018
<b>Total Attachments: 6</b>	

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT

## TRADEMARKS AND PATENTS

February 15, 2018

WHEREAS, Camino Modular Systems, Inc., a corporation organized under the laws of the province of British Columbia and Global Integrated Flooring Solutions Inc., a Delaware corporation (the “Assignors”) have adopted, and hold all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office (the “Trademarks”);

WHEREAS, the Assignors hold all right, title and interest in the letter patents, design patents and utility patents listed on the annexed Schedule 1A, which patents are issued or applied for in the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office (the “Patents”);

WHEREAS, the Assignors and the other Grantors party thereto, have entered into a U.S. Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “U.S. Security Agreement”) in favor of Garrison Loan Agency Services LLC, in its capacity as Administrative Agent for certain lenders (the “Assignee”);

WHEREAS, the Assignors and the other Grantors party thereto have entered into a Canadian Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Canadian Security Agreement”) in favor of Assignee; and

WHEREAS, pursuant to the U.S. Security Agreement and the Canadian Security Agreement, respectively, the Assignors have assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks, Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the U.S. Security Agreement and Canadian Security Agreement, as applicable).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby pledge, and assign the Assignee and grant to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the U.S. Security Agreement and the Canadian Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Assignment for Security – Trademarks and Patents grants only the security interest herein described and is not intended to, and does not, affect any present transfer of title to any trademark registration or application and makes no assignment and grants no right to assign or perform any action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer on the date set forth above.

**CAMINO MODULAR SYSTEMS INC., a**  
corporation incorporated under the laws of the Province  
of British Columbia

By:   
Name: Darryl Rosser  
Title: Executive Chairman

**GLOBAL INTEGRATED FLOORING  
SOLUTIONS INC., a Delaware corporation**

By:   
Name: Darryl Rosser  
Title: Executive Chairman

*[Signature Page to Intellectual Property Security Agreement and Assignment]*

**GARRISON LOAN AGENCY SERVICES LLC, as  
Administrative Agent**

By: \_\_\_\_\_



Name:

Matthew J Lambert

Title:

Vice President

*[Signature Page to Intellectual Property Security Agreement and Assignment]*

**SCHEDULE 1A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT AND ASSIGNMENT**

**Trademarks**

<u>Owner</u>	<u>Mark</u>	<u>Country</u>	<u>Status</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Camino Modular Systems Inc.	MODU-TILE  In association with "modular carpet tiles".	Canada	Renewed	0802922	2012/3/21	TMA473245	1997/03/21
					Registration will expire on 2027/03/21.	Security agreement between Camino Modular Systems Inc. and BMO dated 2012/07/30 filed against this registration.	
Global Integrated Flooring Solutions Inc.	TECBASE	Canada	Registered	1323526	2006/11/88	TMA728930	2008/11/20
Global Integrated Flooring Solutions Inc.	TEC CRETE	USA	Registered	74306055	1992/8/18	1877638	1995/2/7
Global Integrated Flooring Solutions Inc.	TECBASE	USA	Registered	78878931	2006/5/8	3376561	2008/1/29

**Trademark Applications**

None.

## Patent Applications

<u>Owner</u>	<u>Country</u>	<u>Patent Description</u>	<u>Number</u>	<u>Date</u>	<u>Status</u>
Camino Modular Systems Inc.	Canada	Improved Access Floor Panel	2,364,892	2001/12/10	Dead
Camino Modular Systems Inc.	Canada	Electrical Access System and Method	2,407,127	2002/10/19	Dead
Camino Modular Systems Inc.	Canada	Thumb Wheel	2,597,747	2007/08/15	Dead
Camino Modular Systems Inc.	Canada	SC Two-Piece Cement Core Panel	2,758,164	2011/11/10	Dead
Camino Modular Systems Inc.	Canada	Metal Top Computer Room Access Floor Panel	2,751,353	2011/08/24	Dead
Camino Modular Systems Inc.	Canada	Fan-Assisted Active Perimeter Heating and Cooling Vent Module For Use with Under Floor Air Delivery Plenums	2,758,225	2011/11/10	Dead

## Patents

<u>Owner</u>	<u>Country</u>	<u>Patent Description</u>	<u>Number</u>	<u>Date</u>
Global Integrated Flooring Solutions Inc.	USA	Automatic gap adjustor	US8690109B2	2011/08/03
Global Integrated Flooring Solutions Inc.	USA	Manufacturing process for a floor tile	US7810299B2	2007/12/03
Global Integrated Flooring Solutions Inc.	USA	Floor tile with adhesively joined concrete sub-blocks	US7770345B2	2007/12/03