

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4988148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
NILEX INC.	06/01/2018
NILEX USA INC.	06/01/2018
RECEIVING PARTY DATA	
Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	199 BAY STREET, 4TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5L 1A2
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8596930
Patent Number:	6737472
Patent Number:	6610781
CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<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:	3128637198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	NANCY BROUGHER, PARALEGAL
Address Line 1:	GOLDBERG KOHN LTD.
Address Line 2:	55 EAST MONROE, SUITE 3300
Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7822.001
NAME OF SUBMITTER:	NANCY BROUGHER
SIGNATURE:	/njb/
DATE SIGNED:	06/01/2018
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this **Agreement**), dated as of June 1, 2018, is made by Nilex Inc. and Nilex USA Inc. (each a **Grantor**) in favor of Canadian Imperial Bank of Commerce, in its capacity as Lender (the **Secured Party**) under a Credit Agreement among each Grantor, and the Secured Party, dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time (the **Credit Agreement**)).

WITNESSETH:

WHEREAS:

(i) Nilex Inc. is the registered owner of the Canadian trademarks, and patent applications listed in Schedule "A" hereto (collectively, the **Canadian Trademarks and Patents**); and

(ii) each of the Grantors (as applicable) is the registered owner of the United States trademarks and patents listed in Schedule "B" hereto (collectively, the **US Trademarks and Patents** and collectively with the Canadian Trademarks and Patents, the **Intellectual Property**);

WHEREAS the Secured Party and each Grantor have entered into that certain security agreement dated as of the date hereof as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which each Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

WHEREAS each Grantor and the Secured Party have perfected (rendered opposable against third parties) the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Alberta; and

WHEREAS each Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor and the Secured Party hereby agree as follows:

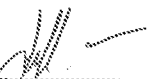
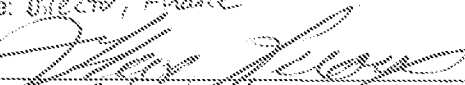
1. Each Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, each Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
2. Each Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in, the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. Each Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks and Patents.

4. Each Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks and Patents.
5. This Agreement may be executed in any number of counterparts and by different parties in separate 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.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

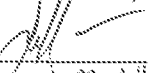

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

Nilex Inc., as Grantor

By: 
Name: Jeff Allen
Title: Director, Finance
By: 
Name: Glenn Leroux
Title: President & CEO

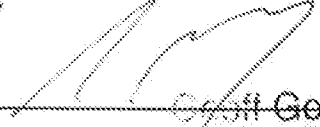
Nilex USA Inc., as Grantor

By: 
Name: Jeff Allen
Title: Director, Finance
By: 
Name: Glenn Leroux
Title: President & CEO

[Signatures continue on next page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

CANADIAN IMPERIAL BANK OF COMMERCE,
as Secured Party

By: 
Name: Geoff Golding
Title: Authorized Signatory

By: 
Name: Anthony Tsuen
Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

SCHEDULE "A"**CANADIAN TRADEMARKS AND PATENTS**

Trademark Application	Registration Number	Owner
UNEARTHING BETTER RESULT	TMA758094	Nilex Inc.
GEO-RIDGE	TMA491878	Nilex Inc.
MULCHMA	TMA833996	Nilex Inc.
SQUARE WITH SLANTED TRIANGLE IN THE MIDDLE	TMA757659	Nilex Inc.
NILEX	TMA521575	Nilex Inc.
NRS	TMA513690	Nilex Inc.
NILEX & DESIGN	TMA508923	Nilex Inc.

Patent Application	Application Number	Owner
DEGRADABLE EROSION CONTROL BARRIER	2588196	Nilex Inc.
REINFORCED NETWORKED POLYMER/CLAY ALLOY COMPOSITE	2310483	Nilex Inc.

SCHEDULE "B"**US TRADEMARKS AND PATENTS**

Trademark	Registration Number	Owner
GEORIDGE	3877087	Nilex Inc.
UNEARTHING BETTER RESULTS	3899606	Nilex Inc.
None (Design Only)	3879662	Nilex Inc.
NILEX	3879659	Nilex Inc.
MULCHMAX	4684991	Nilex Inc.

Patents	Registration Number	Owner
DEGRADABLE EROSION CONTROL BARRIER	8596930	Nilex Inc.
REINFORCED NETWORKED POLYMER/CLAY ALLOY COMPOSITE	6737472	Nilex Inc. and Innotech Alberta Inc.
REINFORCED NETWORKED POLYMER/CLAY ALLOY COMPOSITE	6610781	Nilex Inc. and Innotech Alberta Inc.