## 505709479 10/07/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5756289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
CAMOPLAST SOLIDEAL, INC.	08/08/2013

### **RECEIVING PARTY DATA**

Name:	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT		
Street Address:	40 DUNDAS STREET WEST, 5TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5G 2C2		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	16173697	

### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Phone:** 5149541500

Email: ifortin@smart-biggar.ca
Correspondent Name: SMART & BIGGAR LLP

Address Line 1: 1000 DE LA GAUCHETIERE STREET WEST SUITE 3300

Address Line 4: MONTREAL, CANADA H3B 4W5

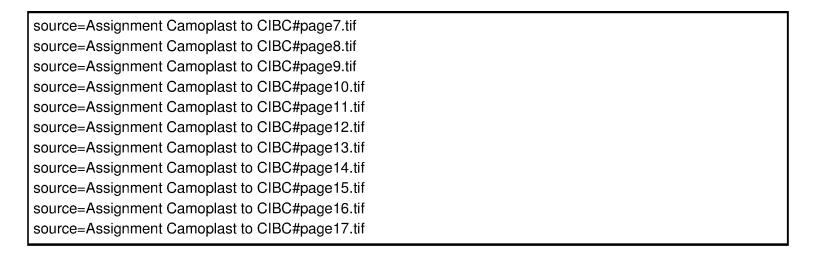
ATTORNEY DOCKET NUMBER:	84903980 (0087164-78C2)
NAME OF SUBMITTER:	SANRO ZLOBEC
SIGNATURE:	/Sanro Zlobec/
DATE SIGNED:	10/07/2019

### **Total Attachments: 17**

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PATENT REEL: 050635 FRAME: 0162

505709479



PATENT REEL: 050635 FRAME: 0163

## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Camoplast Solideal Inc.	08/08/2013

## **RECEIVING PARTY DATA**

Name:	CANADIAN IMPERIAL BANK OF COMMERCE, as Agent	
Street Address:	40 Dundas Street West, 5th Floor	
City:	Toronto	
State/Country:	CANADA	
Postal Code:	M5G 2C2	

## PROPERTY NUMBERS Total: 79

Property Type	Number
Patent Number:	D682159
Patent Number:	D683769
Patent Number:	D422531
Patent Number:	D431015
Patent Number:	D549244
Patent Number:	D682160
Patent Number:	D682161
Patent Number:	D681071
Patent Number:	D680561
Patent Number:	D683371
Application Number:	11035494
Application Number:	11211833
Application Number:	11363609
Application Number:	11434057
Application Number:	11797267
	DATENT

PATENT

REEL: 031006 FRAME: 0511 PATENT

REEL: 050635 FRAME: 0164

502457521

Application Number:	11857955
Application Number:	11966467
Application Number:	12974964
Application Number:	13307816
Application Number:	13689128
Application Number:	13689171
Application Number:	08395708
Application Number:	08711256
Application Number:	09025509
Application Number:	09131055
Application Number:	09207357
Application Number:	09238957
Application Number:	09480152
Application Number:	09713685
Application Number:	09732078
Application Number:	09816837
Application Number:	09839789
Application Number:	09847264
Application Number:	09879717
Application Number:	10165707
Application Number:	10669228
Application Number:	10716954
Application Number:	10772421
Application Number:	10776086
Application Number:	10779264
Application Number:	11034992
Application Number:	11048084
Application Number:	11080311
Application Number:	11672151
Application Number:	11680909
Application Number:	12471328
Application Number:	12684698
Application Number:	12708062
Application Number:	12735695
Application Number:	12767895
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PATENT
REEL: 031006 FRAME: 0512
PATENT

**REEL: 050635 FRAME: 0165** 

	12837633
Application Number:	12837653
Application Number:	12891350
Application Number:	12920054
Application Number:	12966679
Application Number:	13112840
Application Number:	13170697
Application Number:	13170753
Application Number:	13287280
Application Number:	13325783
Application Number:	13325796
Application Number:	13326010
Application Number:	13326110
Application Number:	13326132
Application Number:	13326278
Application Number:	13360074
Application Number:	13495823
Application Number:	13499655
Application Number:	13515175
Application Number:	13649312
Application Number:	13707515
Application Number:	13711663
Application Number:	13928759
Application Number:	61713169
Application Number:	61716353
Application Number:	61764798
Application Number:	61793890
Application Number:	61794088
Application Number:	61808148

## **CORRESPONDENCE DATA**

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Correspondent Name: J. Olsen / S. Vanderwalker - BAKER McKEN

PATENT REEL: 031006 FRAME: 0513 PATENT

**REEL: 050635 FRAME: 0166** 

Address Line 1: 300 E Randolph St, Ste 5000 Address Line 2: c/o Baker & McKenzie LLP Address Line 4: Chicago, ILLINOIS 60601 ATTORNEY DOCKET NUMBER: CAMOPLAST/CANADIAN IMP NAME OF SUBMITTER: Jason Olsen Signature: /Jason Olsen/ Date: 08/14/2013 Total Attachments: 13 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif source=Patent Security Agreement#page7.tif source=Patent Security Agreement#page8.tif source=Patent Security Agreement#page9.tif source=Patent Security Agreement#page10.tif source=Patent Security Agreement#page11.tif source=Patent Security Agreement#page12.tif source=Patent Security Agreement#page13.tif

> PATENT REEL: 031006 FRAME: 0514 PATENT

REEL: 050635 FRAME: 0167

THIS PATENT SECURITY AGREEMENT, dated as of August 8, 2013 is made by CAMOPLAST SOLIDEAL INC., as grantor (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the Hedging Lenders and the Bank Product Lenders (as such terms are defined in the Credit Agreement referred to below, and together with the Agent, the "Secured Parties").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 12, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, a corporation amalgamated under the Canada Business Corporations Act, as a borrower; the other Borrowers (as such term is defined in the Credit Agreement) party thereto, the Agent, and the Lenders party thereto, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to that certain deed of hypothec to secure payment of debentures dated July 10, 2013 (the "<u>Deed of Hypothec</u>") pursuant to which the Grantor has hypothecated to the Agent all of its rights, title and interest in and to the Hypothecated Property (as such term is defined in the Deed of Hypothec) and in connection with which, Grantor is entering into this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

- <u>Section 1.</u> <u>Defined Terms.</u> Capitalized terms used herein without definition are used as defined in the Credit Agreement.
- Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Hypothecated Property of the Grantor (the "Patent Collateral"):
- (a) all of its Patents and all licenses providing for the grant by such Grantor of any right under any Patent (the "<u>Licenses</u>"), including, without limitation, those referred to on Schedule 1 hereto;
  - (b) all renewals and extensions of the foregoing; and

Patent Security Agreement

- (c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.
- Section 3. Deed of Hypothec. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the hypothec granted to the Agent pursuant to the Deed of Hypothec and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Deed of Hypothec, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
- Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and the Licenses subject to a security interest hereunder.
- Section 5. Counterparts. This Patent Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- Section 6. Governing Law. This Patent Security 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 State of New York.
- Section 7. Language. The parties hereto expressly request and require that this Patent Security Agreement and all deeds, documents or instruments supplemental or ancillary hereto be drafted in English. Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

[Signature page follows.]

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

Very truly yours,

CAMOPLAST SOLIDEAL INC.,

as Grantor

By:

Name: Normand Potvin

Title: Vice-President and Chief Financial Officer

ACCEPTED AND AGREED as of the date first above written:

CANADIAN IMPERIAL BANK OF COMMERCE, as Agent

By:

Name:

ANISSA RABIA-ZERIBI

Title:

EXECUTIVE DIRECTOR

By:

Name: Title:

ALAIN LONGPRÉ EXECUTIVE DIRECTOR

Signature Page to Patent Security Agreement

# **SCHEDULE 1**

# **Patents**

Pat. No.	Application No.	Title	Owner of Record
N/A	13/689,171	TRACK SYSTEM FOR AN OFF-ROAD VEHICLE SUCH AS A SNOWMOBILE OR AN ALL- TERRAIN VEHICLE (ATV)	Grantor
N/A	13/689,128	TRACK SYSTEM FOR AN OFF-ROAD VEHICLE SUCH AS A SNOWMOBILE OR AN ALL- TERRAIN VEHICLE (ATV)	Grantor
7,780,247	11/966,467	TRACK BELT GUIDE WHEELS ASSEMBLY	Grantor
7,618,102	11/363,609	MULTI-EDGE TRACTION LUG TRACK	Grantor
7,347,512	11/211,833	POWDER SNOW TRACK FOR SNOWMOBILE	Grantor
N/A	12/891,350	NOISELESS ELASTOMERIC TRACKS FOR TRACKED VEHICLES	Grantor
7,806,487	11/857,955	NOISELESS RUBBER TRACKS FOR TRACKED VEHICLES	Grantor

Patent Security Agreement

**PATENT** 

N/A	12/974,964	REINFORCED STUD MOUNT	Grantor
N/A	13/307,816	DRIVE TRACK FOR SNOWMOBILE OR TRACKED VEHICLE	Grantor
8,083,296	11/797,267	DRIVE TRACK FOR SNOWMOBILE OR TRACKED VEHICLE	Grantor
7823987	11/434,057	DRIVE TRACK FOR SNOWMOBILE OR TRACKED VEHICLE	Grantor
7,229,141	11/035,494	MANOEUVRABLE TRACTION TRACK	Grantor
6,505,895	09/839,789	CLIP FOR SNOWMOBILE TRACK	Grantor
6,494,548	09/816,837	SNOWMOBILE TRACK BELT	Grantor
6,422,665	09/713,685	SNOWMOBILE TRACK WITH HEAT TRANSFER CLIPS	Grantor
5,722,745	08/395,708	TRACK-BELT FOR TRACK DRIVEN VEHICLES	Grantor
6,406,655	09/480,152	METHOD OF MAKING A MOLDED TRACK FOR USE WITH A SNOWMOBILE	Grantor
6,109,705	09/131,055	SNOMOBILE DRIVE TRACK FOR TRAVELING ON ICY AND HARDENED SNOW SURFACE	Grantor

**PATENT** 

5,908,226	09/025,509	EMBOSSED WHEEL FOR SNOWMOBILE SUSPENSION ASSEMBLY	Grantor
5,730,510	08/711,256	SNOWMOBILE DRIVE TRACK WITH NOISE REDUCING TREAD	Grantor
D422,531	29/089,376	Industrial design - SUSPENSION WHEEL FOR A SNOWMOBILE TRACK	Grantor
D680,561	29/434,244	INDUSTRIAL DESIGN - ENDLESS TRACK AN OFF- ROAD VEHICLE	Grantor
D681,071	29/434,240	INDUSTRIAL DESIGN - ENDLESS TRACK FOR TRACTION OF AN OFF-ROAD VEHICLE	Grantor
N/A	13/649,312	ENDLESS TRACK FOR TRACTION OF AN OFF-ROAD VEHICLE SUCH AS AN ALL-TERRAIN VEHICLE (ATV) OR A SNOWMOBILE	Grantor
N/A	13/287,280	TRACK ASSEMBLY FOR PROVIDING TRACTION TO AN ALL-TERRAIN VEHICLE (ATV) OR A SNOWMOBILE	Grantor

PATENT

D682,161	29/405,417	INDUSTRIAL DESIGN - FRAME OF A TRACK SYSTEM OF AN ALL-TERRAIN VEHICLE	Grantor
D682,160	29/405,416	INDUSTRIAL DESIGN - LOWER FRAME OF A TRACK FOR AN ALL-TERRAIN VEHICLE	Grantor
N/A	13/170,753	WHEEL OF A TRACK ASSEMBLY OF A TRACKED VEHICLE	Grantor
N/A	13/170,697	ALL TERRAIN VEHICLE (ATV) PROPELLABLE ON WHEELS OR ENDLESS TRACK	Grantor
D682,159	26/405,414	INDUSTRIAL DESIGN - UPPER FRAME OF A TRACK SYSTEM FOR AN ALL- TERRAIN VEHICLE	Grantor
N/A	12/767,895	TRACK ASSEMBLY FOR AN ALL- TERRAIN VEHICLE (ATV) OR OTHER TRACKED VEHICLE	Grantor
N/A	13/928,759	TRACK ASSEMBLY FOR AN ALL- TERRAIN VEHICLE	Grantor

**PATENT** 

N/A	13/711,663	TRACK ASSEMBLY FOR AN ALL- TERRAIN VEHICLE	Grantor
8,347,991	12/684,698	TRACK ASSEMBLY FOR AN ALL- TERRAIN VEHICLE	Grantor
7,063,396	11/048,084	ENDLESS TRACK WITH VARIOUS HARDNESS FOR A RECREATIONAL VEHICLE	Grantor
7,048,344	10/772,421	ENDLESS TRACK FOR A TRACK- PROPELLED VEHICLE	Grantor
6,935,708	10/669,228	TRACK FOR ALL TERRAIN VEHICLE	Grantor
6,874,586	10/165,707	TRACK ASSEMBLY FOR AN ALL- TERRAIN VEHICLE	Grantor
N/A	13/495,823	TRACK ASSEMBLY FOR TRACTION OF AN OFF-ROAD VEHICLE	Grantor
N/A	13/499,655	TRACK ASSEMBLY FOR TRACTION OF A VEHICLE	Grantor
N/A	13/326,132	TRACK ASSEMBLY FOR AN OFF-ROAD VEHICLE	Grantor
N/A	13/325,796	ENDLESS TRACK FOR TRACTION OF A VEHICLE	Grantor

**PATENT** 

N/A	13/326,010	TRACK DRIVE MODE MANAGEMENT SYSTEM AND METHODS	Grantor
N/A	13/326,278	DRIVE SPROKET, DRIVE LUG CONFIGURATION AND TRACK DRIVE ARRANGEMENT FOR AN ENDLESS TRACK VEHICLE	Grantor
N/A	13/326,110	TRACK ASSEMBLY FOR AN OFF-ROAD VEHICLE	Grantor
N/A	13/325,783	ENDLESS TRACK FOR TRACTION OF A VEHICLE	Grantor
N/A	61/794,088	ENDLESS TRACK FOR TRACTION OF A VEHICLE	Grantor
N/A	13/112,840	ENDLESS TRACK FOR PROPELLING A VEHICLE, WITH LUG REPLACEMENT CAPABILITY	Grantor
N/A	61/713,169	TRACK ASSEMBLY FOR AN OFF-ROAD VEHICLE	Grantor
N/A	13/707,515	VEHICLE TRACK ASSEMBLY	Grantor
8,342,257	12/708,062	VEHICLE TRACK ASSEMBLY	Grantor

**PATENT** 

7,726,749	11/672,151	TRACK ASSEMBLY WITH BOGIE WHEEL STRUCTURE	Grantor
7,380,892	10/776,086	TRACK ASSEMBLY WITH IDLER WHEELS AND CART INCORPORATING SAME	Grantor
7,740,084	09/847,264	AGRICULTURAL IMPLEMENT FRAME, TRACK ASSEMBLY AND CART	Grantor
N/A	12/920,054	ENDLESS TRACK FOR AN OFF-ROAD WORK VEHICLE TO PRODUCE A NET NON-NULL LATERAL FORCE	Grantor
N/A	12/837,653	SEGMENTED OR ELASTOMERIC ENDLESS TRACK FOR TRACTION OF A VEHICLE	Grantor
N/A	12/837,633	ENDLESS TRACK FOR TRACTION OF A VEHICLE, WITH ENHANCED ELASTOMERIC MATERIAL CURING CAPABILITY	Grantor
D431,015	29/089,380	Industrial Design - ENDLESS VEHICLE TRACK	Grantor

**PATENT** 

D549,244	29/246,807	Industrial Design - ENDLESS TRACK WITH PATERN COVERED SURFACES	Grantor
6,299,264	09/238,957	HEAT SHIELDED MID-ROLLER	Grantor
6,386,654	09/207,357	PROTECTIVE COVER FOR GUIDE BLOCKS	Grantor
6,322,172	09/732,078	ENDLESS BELT FOR USE WITH HEAVY DUTY TRACK VEHICLES	Grantor
6,402,268	09/879,717	ENDLESS BELT FOR USE WITH HEAVY DUTY TRACK VEHICLES	Grantor
6,974,196	10/716,954	ENDLESS TRACK FOR INDUSTRIAL OR AGRICULTURAL VEHICLES	Grantor
7,063,395	10/779,264	LATERALLY REINFORCED ENDLESS BELT TRACK	Grantor
8,157,335	12/966,679	DUAL MODE UNDERCARRIAGE FOR TRACKED VEHICLE	Grantor
7,862,131	11/680,909	DUAL MODE UNDERCARRIAGE FOR TRACKED VEHICLE	Grantor

PATENT

7,252,348	11/080,311	WHEEL ASSEMBLY FOR A TRACKED VEHICLE	Grantor
7,252,347	11/034,992	BELT OVER MID- ROLLERS	Grantor
N/A	61/793,890	TRACK FOR TRACTION OF AN OFF-ROAD VEHICLE	Grantor
N/A	61/808,148	COMPACT TRACK LOADER AND TRACK THERETO	Grantor
N/A	61/764,798	ENDLESS TRACK FOR TRACTION OF AN OFF-ROAD VEHICLE	Grantor
D683,769	26/435,656	INDUSTRIAL DESIGN - ENDLESS TRACK OF AN OFF- ROAD VEHICLE	Grantor
D683,371	29/435,653	INDUSTRIAL DESIGN - ENDLESS TRACK OF AN OFF- ROAD VEHICLE	Grantor
N/A	61/716,353	ENDLESS TRACK FOR TRACTION OF AN OFF-ROAD VEHICLE	Grantor

**PATENT** 

8,297,718	13/360,074	RUBBER CRAWLER, METHOD FOR MAKING RUBBER CRAWLER, LUG FOR RUBBER CRAWLER AND VEHICLE PROVIDED WITH RUBBER CRAWLER	Grantor
N/A	12/735,695	RUBBER CRAWLER, METHOD FOR MAKING RUBBER CRAWLER, LUG FOR RUBBER CRAWLER AND VEHICLE PROVIDED WITH RUBBER CRAWLER	Grantor
N/A	13/515,175	ENDLESS TRACK FOR PROPELLING A VEHICLE, WITH EDGE-CUTTING RESISTANCE	Grantor
N/A	12/471,328	ENDLESS TRACK FOR TRACKED VEHICLE	Grantor

**PATENT**