

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6567813

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABC TECHNOLOGIES INC.	02/22/2021
RECEIVING PARTY DATA	
Name:	THE BANK OF NOVA SCOTIA, AS AGENT
Street Address:	40 KING ST. W, SCOTIA PLAZA
Internal Address:	62ND FL
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5W 2X6
PROPERTY NUMBERS Total: 10	
Property Type	Number
PCT Number:	US2061959
Application Number:	16379608
Application Number:	16379653
Application Number:	16516056
Application Number:	16739468
Application Number:	17089886
Application Number:	17051868
Application Number:	16516059
Application Number:	16552133
Application Number:	17096051
CORRESPONDENCE DATA	
Fax Number:	(888)829-5817
<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:	(312) 288-3586
Email:	john.cunningham@wolterskluwer.com
Correspondent Name:	NANCY HELM BROWN
Address Line 1:	2929 ALLEN PKWY
Address Line 2:	SUITE 3300
Address Line 4:	SUITE 3300, TEXAS 77019

PATENT

NAME OF SUBMITTER:	NANCY A. ZARAZUA
SIGNATURE:	/Nancy A. Zarazua/
DATE SIGNED:	02/24/2021
Total Attachments: 7 source=US patent security agreement of the Canadian Borrower in favour of the Agen (final compiled) (2) (002)#page1.tif source=US patent security agreement of the Canadian Borrower in favour of the Agen (final compiled) (2) (002)#page2.tif source=US patent security agreement of the Canadian Borrower in favour of the Agen (final compiled) (2) (002)#page3.tif source=US patent security agreement of the Canadian Borrower in favour of the Agen (final compiled) (2) (002)#page4.tif source=US patent security agreement of the Canadian Borrower in favour of the Agen (final compiled) (2) (002)#page5.tif source=US patent security agreement of the Canadian Borrower in favour of the Agen (final compiled) (2) (002)#page6.tif source=US patent security agreement of the Canadian Borrower in favour of the Agen (final compiled) (2) (002)#page7.tif	

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Patent Security Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Patent Security Agreement.

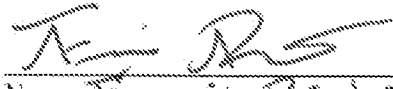
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of page intentionally left blank; 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,

ABC TECHNOLOGIES INC.

By: 
Name: Francois Barube
Title: Treasurer

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Agent

By: _____
Name:
Title:

Name:
Title:

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,

ABC TECHNOLOGIES INC.

By: _____
Name:
Title:

Accepted and Agreed:

THE BANK OF NOVA SCOTIA,
as Agent

By: 
Name: Clement Yu
Title: Director


Name: Venita Ramjattan
Title: Analyst

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patents – Air Induction

ACTIVE – PENDING			
Family #	Family Name/Title	Brief Description/Coverage	Pat/App#
168	AIR CLEANER APPARATUS WITH FASTENER	Air induction airbox having integrally formed snap-lock fasteners instead of threaded fasteners	PCT/US20/61959

Patents – Exteriors

145	CARGO HOLD ASSEMBLY FOR A PICKUP TRUCK CARGO BED	A cargo hold assembly for a use in a cargo bed of a pickup truck, the cargo hold assembly comprising a base configured to be mounted to a side-wall portion of the cargo bed, and at least one accessory member releasably mountable upon the base, the at least one accessory member being configured to confer a cargo holding functionality to the cargo hold assembly.	US16/379,608
146	CARGO HOLD CLAMP ASSEMBLY FOR A PICKUP TRUCK CARGO BED	A cargo hold assembly for use in a cargo bed of a pickup truck, the cargo hold assembly comprising a base configured to be mounted to a side-wall portion of the cargo bed, and a clamping assembly pivotally mounted to the base.	US16/379,653
151	EXPANDABLE CARGO HARD-BOX ASSEMBLY FOR A PICKUP TRUCK	Provided is an expandable cargo-box assembly for mounting on the side wall section of a cargo bed. The cargo box assembly comprises a base member for attaching the expandable cargo-box assembly to the side wall section, the base member supporting a folding floor assembly, and forward and rearward collapsible walls at each end of the base member.	US16/516,056

161	EXPANDING CARGO BOX	Provided is an expandable cargo box assembly for mounting on a side wall section of a cargo bed of a pickup truck.	US16/739,468
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Patents – Interiors

ACTIVE – PENDING			
Family #	Family Name/Title	Brief Description	Pat/App#
147	TONNEAU COVER	Provided is a tonneau cover for covering the opening of a cargo bed of a pickup truck. The tonneau cover comprises a body portion formed as a composite sandwich panel, including at least one layer that is carbon fiber.	US17/089,886
			US17/051,868
			CA3098904
153	2nd ROW UNDER-SEAT STORAGE ACCESSORY	A storage accessory for placement under a vehicle seat. The storage accessory comprises a first storage compartment, a second storage compartment, and a tray assembly for supporting the first and second storage compartment.	US16/516059
157	REAR CARGO STORAGE SYSTEMS	Cargo systems for use in a vehicle cargo compartment that provide a range of selectable cargo carrying configurations.	US16/552133
167	NATURAL FIBER COMPOSITE SANDWICH PANEL	According to an aspect of an embodiment, provided is a composite sandwich panel. The composite sandwich panel comprises a core, a first thermoplastic layer applied to a first side of the core, and a second thermoplastic layer applied to a second side of the core. The core is provided in the form of a wave board formed from natural fiber.	US17/096,051
			TBD
			MX/a/2020/011860

Patent Security Agreement

Patent Security Agreement, dated as of February 22, 2021, BY ABC TECHNOLOGIES INC. (as successor in interest to ABC Group Inc.) (the “Grantor”), in favor of THE BANK OF NOVA SCOTIA, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Agent”).

WITNESSETH:

WHEREAS, the Grantor is party to a General Security Agreement dated as of June 30, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Agent pursuant to which the Grantor is required to execute and deliver this Patent Security Agreement;

WHEREAS, pursuant to the General Security Agreement, the Grantor has pledged and granted to the Agent for the benefit of the Lender Parties a continuing security interest in all Intellectual Property Collateral, including the Patent Collateral, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender Parties to make Advances, to induce the Issuing Bank to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Hedge Arrangements or Service Agreements with any Obligor (as defined in the Credit Agreement), the Grantor agrees, for the benefit of the Agent and the Lender Parties as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Agent for the benefit of the Lender Parties an encumbrance on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- (a) Patents of the Grantor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and the hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, encumbrance and security interest in the Patents under this Patent Security Agreement.