

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7543934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PLITEQ INC.	08/31/2022
RECEIVING PARTY DATA	
Name:	ROYAL BANK OF CANADA
Street Address:	200 BAY STREET
Internal Address:	4TH FLOOR
City:	TORONTO
State/Country:	ONTARIO
Postal Code:	M5J 2W7
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8240430
Patent Number:	8556029
Patent Number:	9121469
Patent Number:	7895803
Patent Number:	11060579
Patent Number:	8113495
Application Number:	16998469
CORRESPONDENCE DATA	
Fax Number:	(416)595-1163
<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:	647-330-3552
Email:	druston@marks-clerk.ca
Correspondent Name:	DAVID A. RUSTON
Address Line 1:	33 YONGE STREET
Address Line 2:	SUITE 300
Address Line 4:	TORONTO, ONTARIO M5E 1G4
NAME OF SUBMITTER:	DAVID A. RUSTON
SIGNATURE:	//David A. Ruston//
DATE SIGNED:	09/17/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of August 31, 2022, is made by PLITEQ INC., a corporation existing under the laws of the Province of Ontario (together with its successors and permitted assigns, the “**Grantor**”), in favour of ROYAL BANK OF CANADA as Lender (as defined below).

WHEREAS pursuant to (a) a credit agreement made as of May 31, 2018, as amended by a First Amending Agreement dated as of July 31, 2019, a Second Amending Agreement dated as of March 23, 2020, a Third Amending Agreement dated as of December 1, 2020, a Fourth Amending Agreement dated as of March 1, 2020 and a Fifth Amending Agreement dated August 31, 2022 (as may be further amended, amended and restated, supplemented or otherwise modified, the “**Senior Credit Agreement**”), and (b) a subordinate credit agreement made as of May 31, 2018, as amended by a First Amending Agreement dated as of July 31, 2019, a Second Amending Agreement dated as of December 1, 2020, a Third Amending Agreement dated as of March 1, 2021 and a Fourth Amending Agreement dated as of August 31, 2022 (as may be further amended, amended and restated, supplemented or otherwise modified, the “**Subordinate Credit Agreement**”, and together with the Senior Credit Agreement, the “**Credit Agreements**”), each such Credit Agreement entered into among the Grantor, as borrower, and Royal Bank of Canada, as lender (the “**Lender**”), the Lender has required the Grantor, *inter alia*, to enter into this IP Security Agreement as well as reaffirm its obligations pursuant to a General Security Agreement dated as of March 28, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”), with the Lender. Terms defined in the Credit Agreements and not otherwise defined herein have the meanings specified in the Credit Agreements.

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and the Grantor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property 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 Lender a security interest in all of the Grantor's right, title and interest in and to the following (the “**Collateral**”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);

(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 industrial designs and industrial design registrations set forth in Schedule D hereto (the “**Industrial Designs**”);

(e) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, as applicable, 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;

(f) 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

(g) 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 due and timely payment and performance by the Grantor of all Obligations under each of the Credit Agreements.

SECTION 3. Representations, Warranties and Covenants.

(a) A true and complete listing of all Patents, Trademarks, Copyrights and Industrial Designs owned or controlled by the Grantor or licensed to the Grantor is set forth respectively, on Schedules A, B, C and D hereto.

(b) The Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any Encumbrances, other than Permitted Encumbrances.

(c) The Grantor shall not create, incur, assume or permit to exist any Encumbrance upon any of the Collateral except in favour of the Lender.

(d) The Grantor shall not Dispose of all or any part of the Collateral, whether now owned or hereafter acquired, or grant any licenses in respect of the Collateral other than to the Parent or Pliteq International.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and

remedies of, the Lender with respect to the Collateral are more fully set forth in the GSA, 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 GSA, the provisions of the GSA shall control.

SECTION 5. Recordation. The Grantor authorizes and requests that the Canadian Intellectual Property Office and any other applicable government office record this IP Security Agreement.

SECTION 6. 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 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

[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.

DocuSigned by:
Olivia Baker
8C65E0CA84DB48B

Witness

PLITEQ INC.

DocuSigned by:
Paul Downey
By: 98ACE57B912E42E

Name:
Title:

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:
ROYAL BANK OF CANADA

By: Sebastian Hon
Name: Sebastian Hon
Title: Director

By: _____
Name:
Title:

Schedule A
to
Intellectual Property Security Agreement

PATENTS

PATENT TITLE	COUNTRY	APP. NO.	DATE FILED	PATENT NO.	DATE REGISTERED	STATUS
NOISE AND VIBRATION MITIGATING MAT	United States of America	13/223339	2011-09-01	8240430	2012-08-14	Granted / Registered
NOISE AND VIBRATION MITIGATING MAT	United States of America	13/556731	2012-07-24	8556029	2013-10-15	Granted / Registered
NOISE AND VIBRATION MITIGATING MAT	Canada	2500956	2003-10-01	2500956	2011-09-13	Granted / Registered
VIBRATION DAMPER	United States of America	12/325960	2008-12-01	2008-12-01	2012-02-14	Granted / Registered
VIBRATION DAMPER	Canada	2505938	2005-05-02	2505938	2013-01-15	Granted / Registered
ENERGY TRANSMISSION CONTROL	United States of America	13/033959	2011-02-24	9121469	2015-09-01	Granted / Registered
ENERGY TRANSMISSION CONTROL	United States of America	11/489187	2006-07-19	7895803	2011-03-01	Granted / Registered
ENERGY TRANSMISSION CONTROL MOUNT	Canada	2552516	2006-07-19	2552516	2014-04-29	Granted / Registered
ENERGY TRANSMISSION CONTROL	Australia	2007276677	2007-07-19	2007276677	2014-09-18	Granted / Registered
ENERGY TRANSMISSION CONTROL	China	2.01E+11	2007-07-19	ZL200780034674.1	2013-05-29	Granted / Registered
ENERGY TRANSMISSION CONTROL MOUNT	Singapore	200900355-9	2007-07-19	149449	2012-06-29	Granted / Registered

ENERGY TRANSMISSION CONTROL	European Patent Office	7784954.5	2007-07-19	EP2,047,042	2021	Granted/Registered
ENERGY TRANSMISSION CONTROL	United Arab Emirates	52/2009	2007-07-19			Accepted
ENERGY TRANSMISSION CONTROL	United States of America	15/673544	2017-08-10	US11,060,579	2021	Granted/Registered
SHOCK ABSORBING MAT/TILE AND FLOOR COVERING EMPLOYING THE SAME	United States of America	16/998469	2017-09-19	PT084483USC		Application Filed- pending

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

N/A

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

N/A

Schedule D
to
Intellectual Property Security Agreement

INDUSTRIAL DESIGNS

N/A