

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7683616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ABC TECHNOLOGIES INC.	12/05/2022
RECEIVING PARTY DATA	
Name:	THE BANK OF NOVA SCOTIA, AS AGENT
Street Address:	40 KING ST. W
Internal Address:	SCOTIA PLAZA 62ND FL
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5W 2X6
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	11305638
Patent Number:	11273750
Patent Number:	11465477
Patent Number:	11267405
Application Number:	17910918
Application Number:	17918946
Application Number:	17830526
Patent Number:	11479095
Application Number:	17684623
Application Number:	17426337
Application Number:	17614036
Application Number:	17738114
CORRESPONDENCE DATA	
Fax Number:	
<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:	3122883549
Email:	susan.jacoby@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	208 SOUTH LASALLE ST.

PATENT

Address Line 2: SUITE 814
Address Line 4: CHICAGO, ILLINOIS 60428

NAME OF SUBMITTER: NANCY A. ZARAZUA

SIGNATURE: /Nancy A. Zarazua/

DATE SIGNED: 12/08/2022

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 8

- source=IP patent#page1.tif
- source=IP patent#page2.tif
- source=IP patent#page3.tif
- source=IP patent#page4.tif
- source=IP patent#page5.tif
- source=IP patent#page6.tif
- source=IP patent#page7.tif
- source=IP patent#page8.tif

Patent Security Agreement

Patent Security Agreement, dated as of December 5, 2022, 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.

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.

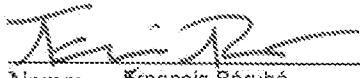
SECTION 6. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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: François Bérubé
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: Associate

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Owner	Title	Pat/App#
ABC Technologies, Inc.	RESERVOIR WITH LEVEL INDICATOR	US11305638B2
ABC Technologies, Inc.	CARGO HOLD CLAMP ASSEMBLY FOR A PICKUP TRUCK CARGO BED	US11273750B2
ABC Technologies, Inc.	TONNEAU COVER	US11465477
ABC Technologies, Inc.	TONNEAU COVER	US20210129641A1
ABC Technologies, Inc.	REAR CARGO STORAGE SYSTEMS	US11267405B2

Owner	Title	Pat/App#
ABC Technologies, Inc.	REAR CARGO STORAGE SYSTEMS	US20220185192
ABC Technologies, Inc.	TORUS-SHAPED RESERVOIR ASSEMBLY	US20220106903A1
ABC Technologies, Inc.	CARGO LOAD FLOOR WITH INTEGRATED SENSORS AND LIGHTING	US20220234520
ABC Technologies, Inc.	HEADLINER AIR DISTRIBUTION SYSTEM	US17/910,918
ABC Technologies, Inc.	VARIABLE COOLING DURING BLOW MOLDING PROCESS	US 17/918,946
ABC Technologies, Inc.	FRONT TRUNK STORAGE SYSTEM	US20220355738A1

Owner	Title	Pat/App#
ABC Technologies, Inc.	SPLIT TAILGATE STORAGE AND ACCESSORY SYSTEM	US17/830,526