

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI35940

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SANEXEN SERVICES ENVIRONNEMENTAUX INC./SANEXEN ENVIRONMENTAL SERVICES INC.	02/15/2024
	NIEDNER INC.	02/15/2024
RECEIVING PARTY DATA		
Company Name:	THE TORONTO-DOMINION BANK	
Street Address:	66 Wellington Street West	
Internal Address:	9th Floor	
City:	Toronto	
State/Country:	CANADA	
Postal Code:	M5K1A2	
PROPERTY NUMBERS Total: 17		
Property Type	Number	
Application Number:	13473680	
Application Number:	12544320	
Application Number:	13623332	
Application Number:	14489510	
Application Number:	14741531	
Application Number:	14289702	
Application Number:	14530880	
Application Number:	15686226	
Application Number:	16528897	
Application Number:	16486554	
Application Number:	17656015	
Application Number:	17000273	
Application Number:	18002915	
Application Number:	18002933	
Application Number:	17446851	
Application Number:	15680579	
Application Number:	15198466	

CORRESPONDENCE DATA**Fax Number:** 5148718977

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: 5148773083**Email:** agroleau@lavery.ca**Correspondent Name:** Annie Groleau**Address Line 1:** 1 Place Ville-Marie**Address Line 2:** Suite 4000**Address Line 4:** Montréal, CANADA H3B4M4

ATTORNEY DOCKET NUMBER:	123048-02149
NAME OF SUBMITTER:	Annie Groleau
SIGNATURE:	Annie Groleau
DATE SIGNED:	02/19/2024
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 11

source=IP Confirmatory Security Agreement-USPTO-Patents#page1.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page2.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page3.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page4.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page5.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page6.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page7.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page8.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page9.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page10.tif
source=IP Confirmatory Security Agreement-USPTO-Patents#page11.tif

INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this Agreement) is made as of February 15, 2024 by each person named on Schedule A hereto (each, a Grantor and collectively, the Grantors) in favour of The Toronto-Dominion Bank, as administrative agent, including its acting as hypothecary representative, on behalf of itself and the other Secured Parties (the Secured Party).

WHEREAS each Grantor is the registered owner of (i) the Canadian trademarks, trademark applications, patents and patent applications listed in Schedule B hereto set forth besides its name (collectively, the Canadian IP), and (ii) the United States trademarks, trademark applications, patents and patent applications listed in Schedule C hereto set forth besides its name (collectively, the US IP, and together with the Canadian IP, the Intellectual Property);

WHEREAS pursuant to a senior secured credit agreement dated as of January 8, 2024 (as may from time to time be amended, restated, supplemented or otherwise modified, the Credit Agreement) among, inter alios, 1443373 B.C. Unlimited Liability Company, as borrower (the Borrower), the Secured Party and the Lenders from time to time party thereto, the Lenders have agreed to make available certain Credit Facilities in favour of the Borrower;

WHEREAS each Grantor has guaranteed certain obligations of the Loan Parties and the Limited Recourse Guarantors to the Secured Parties under the Credit Agreement and any other Loan Documents pursuant to a guarantee and subordination agreement dated as of January 8, 2024;

WHEREAS as security for the payment and performance of certain obligations as more fully described therein, each Grantor entered into a deed of hypothec on the universality of movable property dated as of January 8, 2024 (the Deed of Hypothec) between, inter alios, each Grantor and the Secured Party, in its capacity as hypothecary representative for the Secured Parties, pursuant to which each Grantor has granted to the Secured Party a hypothec on and security interest in, among other things, all its present and future intellectual property, including its Intellectual Property;

WHEREAS the Deed of Hypothec has been registered and published in accordance with applicable law, including the laws of the Province of Quebec;

WHEREAS the Grantors and the Secured Party have agreed to enter into this Agreement for the purposes of recording the security interest and the hypothec created under the Deed of Hypothec on the Intellectual Property with the Canadian Intellectual Property Office (the CIPO) and the United States Patent and Trademark Office (the USPTO); and

WHEREAS all capitalized terms used but not otherwise defined herein have the meanings given to them in the Deed of Hypothec or the Credit Agreement, as applicable.

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

1. Each Grantor and the Secured Party hereby confirm that they have entered into the Deed of Hypothec and that, pursuant to the Deed of Hypothec, each Grantor has granted to and in favour of the Secured Party a hypothec on and a security interest in, among other things, its 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 on the Intellectual Property are more fully set forth in the Deed of Hypothec and that in the event of a conflict between the provisions of this Agreement and the provisions of the Deed of Hypothec, the terms of the Deed of Hypothec 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 IP.
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 IP.
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 Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. Each party confirms that the essential stipulations of this Agreement were freely negotiated, that no essential stipulation hereof was imposed to it and that this Agreement is entered into by mutual agreement. Chaque partie confirme que les stipulations essentielles de cette convention ont été négociées librement, qu'aucune stipulation essentielle des présentes ne lui a été imposée et que cette convention est conclue de gré à gré.

The parties hereto confirm that it is their express wish that this Agreement and any other document related to it, including notices, be drawn up in the English language only. Les parties aux présentes confirment que c'est leur volonté expresse que cette convention et les autres documents qui s'y rattachent, y compris tous avis, soient rédigés en langue anglaise seulement.

[SIGNATURE PAGES FOLLOW]

LOGISTEC CORPORATION

AS GRANTOR

DocuSigned by:



Per:

EAF635F7E4F9403...

Name: Sean Pierce

Title: Chief Executive Officer

**LOGISTEC MARINE AGENCIES INC.
/ AGENCES MARITIMES LOGISTEC
INC.**

AS GRANTOR

DocuSigned by:



Per:

EAF635F7E4F9403...

Name: Sean Pierce

Title: Chief Executive Officer

**LOGISTEC STEVEDORING INC. /
LOGISTEC ARRIMAGE INC.**

AS GRANTOR

DocuSigned by:



Per:

EAF635F7E4F9403...

Name: Sean Pierce

Title: Chief Executive Officer

**CASTALOO INC. / ENTREPRISE
CASTALOO**

AS GRANTOR

DocuSigned by:



Per:

EAF635F7E4F9403...

Name: Sean Pierce

Title: Chief Executive Officer

[signature page to Intellectual Property Confirmatory Security Agreement]

**LOGISTEC ENVIRONMENTAL
SERVICES INC. / LOGISTEC
SERVICES ENVIRONNEMENTAUX
INC.**

AS GRANTOR

DocuSigned by:



Per:

— EAF635F7E4F9403...

Name: Sean Pierce

Title: Chief Executive Officer

**SANEXEN ENVIRONMENTAL
SERVICES INC. / SANEXEN
SERVICES ENVIRONNEMENTAUX
INC.**

AS GRANTOR

DocuSigned by:



Per:

— EAF635F7E4F9403...

Name: Sean Pierce

Title: Chief Executive Officer

NIEDNER INC.

AS GRANTOR

DocuSigned by:



Per:

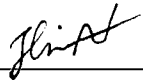
— EAF635F7E4F9403...

Name: Sean Pierce

Title: Chief Executive Officer

[signature page to Intellectual Property Confirmatory Security Agreement]

THE TORONTO-DOMINION BANK
AS SECURED PARTY

Per: 

Name: Neda Heidarpour

Title: Vice President, Loan Syndications - Agency

[signature page to Intellectual Property Confirmatory Security Agreement]

SCHEDULE A

LOGISTEC CORPORATION

LOGISTEC MARINE AGENCIES INC. / AGENCES MARITIMES LOGISTEC INC.

LOGISTEC STEVEDORING INC. / LOGISTEC ARRIMAGE INC.

CASTALOO INC. / ENTREPRISE CASTALOO

LOGISTEC ENVIRONMENTAL SERVICES INC. / LOGISTEC SERVICES
ENVIRONNEMENTAUX INC.

SANEXEN ENVIRONMENTAL SERVICES INC. / SANEXEN SERVICES
ENVIRONNEMENTAUX INC.

NIEDNER INC.

US PATENTS

Application/Publication No	Title	Filing Date	Publication Date	Patent No.	Issue Date	Status	Expiry Date	Assignee
US13/473,680 US20120222756A1	Device and method for the plugging of services in conduits	2012-05-17	2012-09-25	US8272808	2012-09-25	ISSUED	2029-08-20	SANEXEN ENVIRONMENTAL SERVICES INC.
US12/544320 US20100078895A1	Device and method for the plugging of services in conduits	2009-08-20	2012-06-12	US8197158	2012-06-12	ISSUED	2030-03-30	SANEXEN ENVIRONMENTAL SERVICES INC.
US 13/623,332 US20140079488A1	Method and apparatus for rehabilitating an underground water conduit and detecting a service entrance in the conduit	2012-09-20	2014-03-20	US8864418	2014-10-21	ISSUED	2033-02-20	SANEXEN ENVIRONMENTAL SERVICES INC.

Application/Publication No	Title	Filing Date	Publication Date	Patent No.	Issue Date	Status	Expiry Date	Assignee
US14/489,510 US20150069060A1	Method and apparatus for rehabilitating an underground water conduit and detecting and drilling a service entrance in the conduit	2014-09-18	2015-03-12	US9410654	2016-08-09	ISSUED	2033-03-13	SANEXEN ENVIRONMENTAL SERVICES INC.
US14/741,531 US20150285423A1	Seismic reinforced underground water conduit	2015-06-17	2020-02-04	US10550987	2020-02-04	ISSUED	2034-02-15	SANEXEN ENVIRONMENTAL SERVICES INC.
US 14/289,702 US20150343538A1	Drilling apparatus	2014-05-29	2015-12-03	US9446455	2016-09-20	ISSUED	2034-07-20	SANEXEN ENVIRONMENTAL SERVICES INC.
US14/530,880 US20160121379A1	Mobile soil treatment unit	2014-11-03	2016-05-05	US9623456	2017-04-18	ISSUED	2035-01-29	SANEXEN ENVIRONMENTAL SERVICES INC.
US15/686,226 US20190063661A1	Insertion method for rehabilitation tubular liner in pipes and pipelines	2017-08-25	2019-02-28	US10400934	2019-09-03	ISSUED	2037-08-25	SANEXEN ENVIRONMENTAL SERVICES INC.

Application/Publication No	Title	Filing Date	Publication Date	Patent No.	Issue Date	Status	Expiry Date	Assignee
US16/528,897 US20190353293A1	Insertion method for rehabilitation tubular liner in pipes and pipelines	2019-08-01	2020-11-24	US10,844,991	2020-11-24	ISSUED	2037-08-25	SANEXEN ENVIRONMENTAL SERVICES INC.
US16/486,554 US20210332929A1	Systems and methods for rehabilitation of water conduits and other conduits	2018-10-16	2021-10-28	US11,320,084	2022-05-03	ISSUED	2038-10-16	NUNC PRO TUNC ASSIGNMENT from Inventors to SANEXEN ENVIRONMENTAL SERVICES INC. 10/04/2019
US17/656,015 US20220213998A1	Systems and methods for rehabilitation of water conduits and other conduits	2022-03-23	2022-07-07	US11719374	2023-08-08	ISSUED	2038-10-16	NUNC PRO TUNC ASSIGNMENT from Inventors to SANEXEN ENVIRONMENTAL SERVICES INC. 03/23/2022

Application/Publication No	Title	Filing Date	Publication Date	Patent No.	Issue Date	Status	Expiry Date	Assignee
US17/000,273 US20210053091A1	Conditioning, biotreatment and composting of construction and demolition debris fines	2020-08-22	2023-06-20	US11679415	2023-06-20	ISSUED	2041-08-11	NUUNC PRO TUNC ASSIGNMENT from Inventors to SANEXEN ENVIRONMENTAL SERVICES INC. 10/14/2020
US18/002,915 US20230278892A1	A method for treating pfas containing medium	2021-07-14	2023-09-07			Pending/Published		SANEXEN ENVIRONMENTAL SERVICES INC.
US18/002,933 US20230243073A1	Tubular woven liner	2021-08-06	2023-08-03			Pending /Published		SANEXEN ENVIRONMENTAL SERVICES INC.
US17/446,851 US20220090721A1	Method and system for pressure pipe drilling cement-mortar lined and coated steel cylinders	2021-09-03	2022-03-24			Pending /Examining		NUUNC PRO TUNC ASSIGNMENT from Inventors to SANEXEN ENVIRONMENTAL SERVICES INC. 10/27/2021

Application/Publication No	Title	Filing Date	Publication Date	Patent No.	Issue Date	Status	Expiry Date	Assignee
US15/680,579 US20190056054A1	Method and apparatus for rehabilitation of water conduit with lateral openings	2017-08-18	2019-08-20	US10386006	2019-08-20	ISSUED	2037-08-18	NIEDNER Inc./Sanexen Environmental Services Inc (Co-owners)
US15/198,466 US20180003331A1	Tubular liner for rehabilitating underground and surface pipes and pipelines	2016-06-30	2021-09-21	US11125375	2021-09-21	ISSUED	2036-06-30	NIEDNER Inc./ SANEXEN ENVIRONMENTAL SERVICES INC. (Co-owners)

PATENT

REEL: 066491 FRAME: 0721

RECORDED: 02/19/2024