

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI346525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FER-PAL CONSTRUCTION LTD.	06/28/2024
RECEIVING PARTY DATA	
Company Name:	THE TORONTO-DOMINION BANK
Street Address:	TD Bank Tower, 9th Floor, 66 Wellington Street West
City:	Toronto
State/Country:	CANADA
Postal Code:	M5K 1A2
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	12461335
Application Number:	15199397
Application Number:	15842339
Application Number:	16866963
Application Number:	17507961
Application Number:	17700044
Application Number:	18144334
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:	4168657502
Email:	kdutka@torys.com
Correspondent Name:	Katherine Dutka
Address Line 1:	79 Wellington St. W., Suite 3000
Address Line 4:	Toronto, CANADA M5K 1N2
ATTORNEY DOCKET NUMBER:	00782-2875
NAME OF SUBMITTER:	Katherine Dutka
SIGNATURE:	Katherine Dutka
DATE SIGNED:	07/08/2024

**Total Attachments: 9**

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**SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(CANADA)**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated June 28, 2024 is made by FER-PAL CONSTRUCTION LTD. as a grantor (the “**Grantor**”) in favour of THE TORONTO-DOMINION BANK, as administrative agent on behalf of itself and the other Secured Parties (together with its successors and assigns, the “**Administrative Agent**”).

WHEREAS, pursuant to a senior secured credit agreement dated as of January 8, 2024, as amended by a consent, waiver and amending agreement dated June 6, 2024 (together, as may from time to time be further amended, restated, supplemented or otherwise modified, the “**Credit Agreement**”) among, *inter alios*, LOGISTEC Marine Services ULC (formerly 1443373 B.C. Unlimited Liability Company), as borrower (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto, the Lenders have agreed to make available certain Credit Facilities in favour of the Borrower;

AND WHEREAS, the 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, as acceded to by the Grantor pursuant to an accession certificate for a guarantor dated as of the date hereof (as may from time to time be further amended, restated, supplemented or otherwise modified, the “**Guarantee**”);

AND WHEREAS, as security for its obligations under the Credit Agreement, the Guarantee and the other Loan Documents, as applicable, the Grantor has joined that certain pledge and security agreement dated as of January 8, 2024 pursuant to a joinder agreement dated as of the date hereof (as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Grantor, the other Loan Parties party thereto and the Administrative Agent, pursuant to which the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing lien and security interest in, *inter alia*, the Collateral (as defined below);

AND WHEREAS, the Grantor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office and the United States Patent and Trademark Office, as applicable;

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent, on behalf of the Lenders and the other Secured Parties, a security interest in, and confirms

the grant of a security interest in, all of the Grantor's right, title and interest in and to the rights in all of the Intellectual Property that are owned by or licensed to the Grantor, including but not limited to those set forth in Schedule A hereto, as such schedule may be amended, restated or otherwise modified from time to time (collectively, the "**Collateral**").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement and under the Security Agreement secures the payment and performance of all Secured Obligations of the Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein and in the Security Agreement, with the Canadian Intellectual Property Office and the United States Patent and Trademark Office, as applicable. The Grantor authorizes and requests to the same to so record this IP Security Agreement.

SECTION 4. Counterparts and Delivery. This IP Security Agreement may be signed in any number of counterparts and by different parties in separate counterparts, each of which shall be deemed to be an original, and all such separate counterparts shall together constitute one and the same instrument. This IP Security Agreement may be executed and delivered by facsimile transmission or electronically in PDF format and each of the parties hereto may rely on such facsimile or electronic PDF signature as though such signature were an original signature.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into pursuant to and in conjunction with the provisions of the Credit Agreement. The Grantor does hereby acknowledge and confirm that each of the grant of the security interest hereunder and under the Security Agreement, and the rights and remedies of the Administrative Agent with respect to the Collateral, are more fully set forth in the Credit Agreement, the Security Agreement and such other documents as may be entered into in connection therewith from time to time. The terms and provisions of the Credit Agreement and the Security Agreement are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement, as the case may be, shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Grantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this IP Security Agreement.

SECTION 7. Severability. Each of the provisions contained in this IP Security Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity

or enforceability of any such provision in any other jurisdiction or the validity or enforceability of any other provision of this IP Security Agreement or of any other Loan Document.

SECTION 8. Language. The parties confirm that it is their wish that this IP Security Agreement, as well as any other documents relating to this IP Security Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

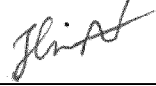
**[Signature page follows]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

**FER-PAL CONSTRUCTION LTD.,** as  
a Grantor

By:  DocuSigned by:  
\_\_\_\_\_  
Name: Ingrid Stefancic  
Title: Secretary

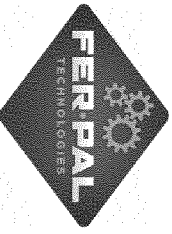

**THE TORONTO-DOMINION BANK, as**  
Administrative Agent

By:   
\_\_\_\_\_  
Name: Neda Heidarpour  
Title: VP, Loan Syndications - Agency


Schedule A

CANADIAN INTELLECTUAL PROPERTY

**Trademarks**

<b>Territory</b>	<b>Owner</b>	<b>Trademark</b>	<b>Application Number / Application Date</b>	<b>Registration Number / Registration Date</b>	<b>Status</b>	<b>Goods and Services</b>
Canada	FER-PAL CONSTRUCTION LTD. 171 Femmar Drive North York ONTARIO CANADA M9L 1M6	Fer-Pal Technologies & Diamond Shape Design 	<b>App</b> 1740142 <b>App</b> 03- AUG-2015	<b>Reg</b> TMA961937 <b>Reg</b> 06- FEB-2017	Registered	(1) Custom manufacture of machines for use in the automotive and aerospace industries, namely automated welding systems and high speed vision inspection systems; custom manufacture of racks and housing for the automotive and aerospace industries; consulting services in the design and manufacture of custom machine parts and machines in the automotive and aerospace industries.
Canada	Fer-Pal Construction Ltd. 171 Femmar Drive North York ONTARIO CANADA M9L 1M6	FER-PAL INFRASTRUCTURE & DIAMOND DESIGN 	<b>App</b> 1735767 <b>App</b> 06- JUL-2015	<b>Reg</b> TMA961938 <b>Reg</b> 06- FEB-2017	Registered	(1) Water main repair services; (2) Three dimensional mapping of water mains; capturing and recording via a computer the geographic location information of water mains; (3) Custom manufacture of machines for use in the automotive and aerospace industries, namely automated welding systems and high speed vision inspection systems; custom manufacture of racks and housing for the automotive and aerospace industries; consulting services in the design and manufacture of custom machine parts



Territory	Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services
						and machines in the automotive and aerospace industries;
United States	FER-PAL CONSTRUCTION LTD CANADA CORPORATION 171 FENMAR DRIVE NORTH YORK, ONTARIO, M9L 1M6 CA (CANADA)	FER-PAL INFRASTRUCTURE 	App 86715286 App 05- AUG-2015	Reg 4962987 Reg 24- MAY-2016	Registered Section 44(D) FILED AS USE APPLICATION USE APPLICATION - CURRENT Section 44(d) Filed Color Drawing Filed Color Drawing Currently	INT. CL. 37 (BASED ON USE IN COMMERCE) (BASED ON 44(D) PRIORITY APPLICATION) WATER MAIN REHABILITATION SERVICES INT. CL. 42 (BASED ON USE IN COMMERCE) (BASED ON 44(D) PRIORITY APPLICATION) DESIGN, DEVELOPMENT, AND CONSULTING SERVICES RELATED THEREIN IN THE FIELD OF CUSTOM MACHINE PARTS AND MACHINES IN THE AUTOMOTIVE AND AEROSPACE INDUSTRIES; MAPPING SERVICES FEATURING THREE-DIMENSIONAL CONDUITS; PROVIDING ON-LINE NON- DOWNLOADABLE GEOGRAPHIC INFORMATION SYSTEM (GIS) SOFTWARE

# Patents

Publication Number	Title	Application Date	Publication Date	Patent No.	Issue Date	Simple Legal Status	Estimated Expiry Date	Assignee
US12/461,335 US20110030830A1	Methods for rehabilitating conduits using structural liners	2009-08-07	2012-09-25	US8272406	2012-09-25	ISSUED	2031-04-28	FER-PAL CONSTRUCTION LTD.
CA2736826C	System for scanning, mapping and measuring conduits	2011-04-08	2012-10-08	CA2736826	2018-01-02	ISSUED	2031-04-08	FER-PAL CONSTRUCTION LTD.
CA2934339C	Liner removal system	2016-06-29	2017-01-01	CA2934339	2019-02-12	ISSUED	2036-06-29	FER-PAL CONSTRUCTION LTD.
US15/199,397 US20170002970A1	Liner removal system	2016-06-30	2017-01-05	US10012339	2018-07-03	ISSUED	2036-08-18	FER-PAL CONSTRUCTION LTD.
CA2988873C	Protrusion patch, method of installation and use, and measurement of quality	2017-12-14	2018-06-14	CA2988873	2022-08-23	ISSUED	2037-12-14	FER-PAL CONSTRUCTION LTD.
US15/842,339 US20180230339A1	Protrusion patch, method of installation and use, and measurement of quality	2017-12-14	2018-08-16	US10,669,453	2020-06-02	ISSUED	2038-04-27	FER-PAL CONSTRUCTION LTD.
US16/866963	Protrusion patch, method	2020-05-20	2020-10-22	US11130885	2021-	ISSUED	2037-12-	FER-PAL CONSTRUCTION

US2020032151A1	of installation and use, and measurement of quality				09-28		14	LTD.
CA3130501	Road plate moving system and method	2021-09-13	2023-03-13	-	-	Pending/Published	-	FER-PAL CONSTRUCTION LTD.
US17/507,961 US20230078245A1	Road plate moving system and method	2021-10-22	2023-03-16	-	-	Pending/Examining	-	FER-PAL CONSTRUCTION LTD.
US17/700044 US20230084260A1	New Road plate moving system and method	2022-03-21	2023-03-16	-	-	Pending/Examining	-	FER-PAL CONSTRUCTION LTD.
CA3199226	Apparatus and method for tapping a valve of a host pipe lined with a liner	2023-05-08	2023-11-06	-	-	Pending/Published		FER-PAL CONSTRUCTION LTD.
US18/144,334 US2023/0358354A1	Apparatus and method for tapping a valve of a host pipe lined with a liner	2023-05-08	2023-11-09	-	-	Pending/Examining		FER-PAL CONSTRUCTION LTD.

PATENT

REEL: 067927 FRAME: 0480

RECORDED: 07/08/2024