

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI904462

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
Intelligent Fabric Technologies (North America) Inc.	03/21/2025
RECEIVING PARTY DATA	
Company Name:	Bank of Montreal
Street Address:	First Canadian Place
Internal Address:	100 King Street West, 18th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5X 1A9
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	11700851
Patent Number:	D907896
Patent Number:	D908312
Patent Number:	D915736
CORRESPONDENCE DATA	
Fax Number:	6123408827
<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:	612-340-2600
Email:	IP.Docket@Dorsey.com
Correspondent Name:	Stephanie Page
Address Line 1:	50 South Sixth Street, Suite 1500
Address Line 2:	Intellectual Property Practice Group
Address Line 4:	Minneapolis, MINNESOTA 55402-1498
ATTORNEY DOCKET NUMBER:	IFTNA
NAME OF SUBMITTER:	Stephanie Page
SIGNATURE:	/Stephanie Page/
DATE SIGNED:	03/21/2025
Total Attachments: 8	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated as of the 21st day of March, 2025, is made by INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC., an Ontario corporation (the “**Grantor**”) in favour of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantor, 2074160 Ontario Inc. and Coconut Grove Pads Inc., as borrowers, have entered into a Term Sheet dated as of March 10, 2025 with the Lender, as lender, and Coconut Grove Textiles Inc. and iFabric Corp., as guarantors (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time, the “**Credit Agreement**”);

AND WHEREAS, as a condition precedent to the making of the loans by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender a General Security Agreement dated as of the 21st day of March, 2025, made by the Grantor in favour of the Lender (the “**Security Agreement**”);

AND WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement to be recorded with the Canadian Intellectual Property Office (the “**CIPO**”) and the United States Patent and Trademark Office (the “**USPTO**”);

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

1. Grant of Security. The Grantor hereby pledges and grants a security interest, to the Lender in all of the right, title, and interest of the Grantor in, to, and under the following (the “**IP Collateral**”):

- (a) the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);
- (b) the patents and patent applications and registrations set forth in Schedule B hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);
- (c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the CIPO and the USPTO to record and register this IP Security Agreement in respect of the Trademarks and the Patents upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, the terms of which are hereby incorporated by reference. The provisions of the Security Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided in the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts; Electronic Delivery. This IP Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall have the same legal effect as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and addressed to the parties at the following addresses:

If to the Grantor: 525 Denison Street
 Markham, Ontario, L3R 1B8
 Canada

 Attention: Giancarlo Beevis, President

If to the Lender: First Canadian Place
 100 King Street West, 18th Floor
 Toronto, Ontario, M5X 1A9
 Canada

 Attention: Nadia Rahman, Associate Director

7. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of Ontario or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

Grantor:

INTELLIGENT FABRIC TECHNOLOGIES
(NORTH AMERICA) INC.

Signed by:
Giancarlo Beevis
610F90657F574BE...

By: _____
Name: Giancarlo Beevis
Title: President

I have authority to bind the Corporation.

SIGNED, SEALED AND DELIVERED
in the presence of:

DocuSigned by:
Hilton Price
C539A22C94F64D1...

WITNESS
Name: Hilton Price

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SCHEDULE A

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
A WEEKS WORTH	Canada	Can. Reg. No. TMA 1208638	2023-11-10	Intelligent Fabric Technologies (North America) Inc.
AMBI"DICK"STROUS DUAL SIDED FLY	Canada	Can. Reg. No. TMA 1171555	2023-03-15	Intelligent Fabric Technologies (North America) Inc.
UNDERIT	Canada	Can. Reg. No. TMA 1121234	2022-02-28	Intelligent Fabric Technologies (North America) Inc.
PROTX2	Canada	Can. Reg. No. TMA 1007672	2018-10-29	Intelligent Fabric Technologies (North America) Inc.
'PROTX' followed by a superscript '2'. PROTX²	Canada	Can. Reg. No. TMA 941791	2016-09-27	Intelligent Fabric Technologies (North America) Inc.
DREAMSKIN	Canada	Can. Reg. No. TMA 837774	2012-12-05	Intelligent Fabric Technologies (North America) Inc.
CLINIWEAVE	Canada	Can. Reg. No. TMA 837772	2012-12-05	Intelligent Fabric Technologies (North America) Inc.
IFABRIC	Canada	Can. Reg. No. TMA 837770	2012-12-05	Intelligent Fabric Technologies (North America) Inc.
AMBI"DICK"STROUS FLY AMBI"DICK"STROUS FLY	United States	US. Reg. No. 7100918	2023-07-04	Intelligent Fabric Technologies (North America) Inc.
THREADS PREMIUM BASICS THREADS PREMIUM BASICS	United States	U.S. Reg. No. 7272270	2024-01-09	Intelligent Fabric Technologies (North America) Inc.

A WEEKS WORTH A WEEKS WORTH	United States	U.S. Reg. No. 6868178	2022-10-04	Intelligent Fabric Technologies (North America) Inc.
V 	United States	U.S. Reg. No. 6937550	2022-12-27	Intelligent Fabric Technologies (North America) Inc.
S-A-C TECHNOLOGY (SECURE ANATOMICAL COMFORT) <small>S-A-C TECHNOLOGY (SECURE ANATOMICAL COMFORT)</small>	United States	U.S. Reg. No. 7108567	2023-07-11	Intelligent Fabric Technologies (North America) Inc.
AMBI"DICK"STROUS DUAL SIDED FLY <small>AMBI"DICK"STROUS DUAL SIDED FLY</small>	United States	U.S. Reg. No. 7076116	2023-06-06	Intelligent Fabric Technologies (North America) Inc.
UNDERIT UNDERIT	United States	U.S. Reg. No. 6667174	2022-03-08	Intelligent Fabric Technologies (North America) Inc.
DREAMSKIN DREAMSKIN	United States	U.S. Reg. No. 5404811	2018-02-20	Intelligent Fabric Technologies (North America) Inc.
PROTX2 PROTX2	United States	U.S. Reg. No. 5348636	2017-12-05	Intelligent Fabric Technologies (North America) Inc.
PROTX2 PROTX2	United States	U.S. Reg. No. 5051190	2016-09-27	Intelligent Fabric Technologies (North America) Inc.
ENGUARD ENGUARD	United States	U.S. Reg. No. 4863647	2015-12-01	Intelligent Fabric Technologies (North America) Inc.

Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date	Status	Applicant
RIVAL	Canada	Can. App. No. 2193301	2022-06-21	Pending	Intelligent Fabric Technologies (North America) Inc.
V VERZUS ALL 	United States	U.S. App. No. 97546242	2022-08-12	Pending	Intelligent Fabric Technologies (North America) Inc.
V VERZUS ALL 	United States	U.S. App. No. 97546504	2022-08-12	Pending	Intelligent Fabric Technologies (North America) Inc.
ECOPEL ECOPEL	United States	U.S. App. No. 97414541	2022-05-17	Pending	Intelligent Fabric Technologies (North America) Inc.
V VERZUS ALL APPAREL 	United States	U.S. App. No. 90720638	2021-05-19	Pending	Intelligent Fabric Technologies (North America) Inc.
V VERZUS ALL APPAREL 	United States	U.S. App. No. 90720700	2021-05-19	Pending	Intelligent Fabric Technologies (North America) Inc.

<p>VERZUS ALL APPAREL</p> 	United States	U.S. App. No. 90721508	2021-05-19	Pending	Intelligent Fabric Technologies (North America) Inc.
<p>VERZUS ALL APPAREL</p> <p>VERZUS ALL APPAREL</p>	United States	U.S. App. No. 90711817	2021-05-14	Pending	Intelligent Fabric Technologies (North America) Inc.

SCHEDULE B**PATENTS****Patent Registrations**

Title	Status	Jurisdiction	Patent Number	Issue Date	Record Owner
Antiviral composition for textiles	Granted design patent In good standing	United States	11700851	07/18/2023	INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC
Molded pouch with inner mesh fabric lining for a man's brief	Granted design patent In good standing	United States	D907896	01/19/2021	INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC
Mesh fabric cover for a man's brief	Granted design patent In good standing	United States	D908312	01/26/2021	INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC.
Interior sling for a man's brief	Granted design patent In good standing	United States	D915736	04/13/2021	INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC.

Patent Applications

Title	Status	Jurisdiction	Application Number	Filing Date	Record Owner
AN ANTIVIRAL COMPOSITION FOR TEXTILES	Pending patent application	Canada	3093290	2020-09-16	INTELLIGENT FABRIC TECHNOLOGIES (NORTH AMERICA) INC.