

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM701228

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900615776		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canadian General-Tower Limited		04/29/2021	Limited Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., Toronto Branch		
<b>Street Address:</b>	66 Wellington Street West		
<b>Internal Address:</b>	Suite 4500, TD Bank Tower		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K1E7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88021119	WITHSTAND.	
<b>Registration Number:</b>	5999629	HOLD STRONG.	
<b>Registration Number:</b>	6197846	GOLIATH CONSTRUCTION SURFACES	
<b>Registration Number:</b>	6192376	GOLIATH	
<b>Serial Number:</b>	88021096	HOLD WITHIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4165958695		
<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>			
<b>Phone:</b>	4165957913		
<b>Email:</b>	kdurell@millerthomson.com		
<b>Correspondent Name:</b>	Karen L Durell		
<b>Address Line 1:</b>	40 King Street West		
<b>Address Line 2:</b>	Suite 5800		
<b>Address Line 4:</b>	Toronto ON, CANADA M5H3S1		
<b>ATTORNEY DOCKET NUMBER:</b>	0179374.0032		
<b>NAME OF SUBMITTER:</b>	Karen Durell		

<b>SIGNATURE:</b>	/KLD/
<b>DATE SIGNED:</b>	01/11/2022
<b>Total Attachments: 7</b> source=11Jan2022CGTAssign#page1.tif source=11Jan2022CGTAssign#page2.tif source=11Jan2022CGTAssign#page3.tif source=11Jan2022CGTAssign#page4.tif source=11Jan2022CGTAssign#page5.tif source=11Jan2022CGTAssign#page6.tif source=11Jan2022CGTAssign#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated or otherwise modified from time to time, this "**Agreement**") is entered into as of April 29, 2021, among Canadian General-Tower Limited (the "**Grantor**") and JPMorgan Chase Bank, N.A., Toronto Branch, as administrative agent (the "**Administrative Agent**").

WHEREAS, the Grantor and CGT U.S. Limited as borrowers, the other loan parties party thereto, the lenders party thereto and the Administrative Agent have entered into a Credit Agreement dated as of April 29, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

AND WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of April 29, 2016 (the "**Security Agreement**") pursuant to which the Grantor has granted to the Administrative Agent a security interest in, lien on, and right of set-off against and to all of Grantor's personal property, including its intellectual property, and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office (collectively, the "**Government Offices**").

ACCORDINGLY, the Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby agree as follows:

### 1 Terms.

Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

### 2 Grant of Security Interest.

To secure the prompt payment and performance, in full when due of the Secured Obligations, Grantor hereby grants to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of Grantor's right, title and interest in, to and under all of the Collateral consisting of the following (collectively, the "**Intellectual Property Collateral**"): (a) all Trademarks, including without limitation the Trademarks set forth on Schedule A attached hereto; (b) all Patents and all inventions and improvements described and claimed therein, including without limitation the Patents set forth on Schedule A attached hereto; (c) all Copyrights, including without limitation the Copyrights set forth on Schedule A; (d) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (e) all licenses of the foregoing, whether as licensee or licensor; and (f) all proceeds and products thereof and all goodwill associated with or symbolized by any of the foregoing and by any Excluded Property (to the extent they do not themselves constitute Excluded Property); provided that no Security Interest is granted on any Excluded Property. For the purpose of this provision, "**Excluded Property**" shall mean any intent-to-use trademark applications filed with the United States Patent and Trademark Office to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under the Federal laws of the United States.

### 3 Security Agreement.

The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent and the Secured Parties with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any

conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

**4 Recordation.**

The Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the Government Offices record this Agreement.

**5 Counterparts.**

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

**6 Termination.**

Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Intellectual Property Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Administrative Agent, on behalf of the Secured Parties shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant of Security Interest in the applicable Intellectual Property Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

**7 Governing Law.**

This Agreement is made under and governed by the laws of the State of New York and the Federal laws of the United States applicable therein, without regard to conflicts of law principles.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

**GRANTOR:**

**CANADIAN GENERAL-TOWER LIMITED, an  
Ontario Corporation**

Per:   
Name: Steve Hanson  
Title: Chief Financial Officer

Acknowledged and agreed by:

**JPMORGAN CHASE BANK, N.A., TORONTO  
BRANCH, as Administrative Agent**

Per: A. Marchetti  
Name: Auggie Marchetti  
Title: Authorized Officer

**SCHEDULE A**

**U.S. PATENTS / DESIGN PATENTS**

<u>Patent</u>	<u>Owner</u>	<u>Issuance/ Filing Date</u>	<u>Application No.</u>	<u>Patent No.</u>	<u>Jurisdiction</u>
Light transmissive, user-interactive polymeric film	Canadian General-Tower Limited	11-Jun-20	16771942	N/A (US 20210070014)	U.S.

**U.S. TRADEMARKS**

<u>Trademark</u>	<u>Owner</u>	<u>Reg./App. Date</u>	<u>Serial No.</u>	<u>Reg./App. No.</u>	<u>Jurisdiction</u>
WITHSTAND	Canadian General-Tower Limited	N/A	88021119	N/A	U.S.
HOLD STRONG.	Canadian General-Tower Limited	03-Mar-20	88021069	5999629	U.S.
GOLIATH CONSTRUCTION SURFACES	Canadian General-Tower Limited	17-Nov-20	88021046	6197846	U.S.
GOLIATH	Canadian General-Tower Limited	10-Nov-20	88021029	6192376	U.S.
HOLD WITHIN	Canadian General-Tower Limited	N/A	88021096	N/A	U.S.

**U.S. COPYRIGHTS**

<u>Copyright</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Date</u>	<u>Jurisdiction</u>
mcdowell cgt copyright bw.	Canadian General-Tower	VAu001298026	15-Mar-17	U.S.

<b>Copyright</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Jurisdiction</b>
Shimmering Sea Waves	Canadian General-Tower	VAu001304789	15-Mar-17	U.S.
ALLOY MOSAIC.	Canadian General-Tower Limited	VA0002119109	4-May-18	U.S.
BLUE PEARL WAVE.	Canadian General-Tower Limited	VA0002119110	4-May-18	U.S.
Bourbon St.	Canadian General-Tower Limited	VA0002023272	29-Nov-16	U.S.
Breaking Seawall Aquarius.	Canadian General-Tower Limited	VA0002151018	16-May-19	U.S.
BUTTERFLY EFFECT BLUE AQUASHIMMER	Canadian General-Tower Limited	VA0002119268	4-May-18	U.S.
BUTTERFLY EFFECT GREY AQUASHIMMER	Canadian General-Tower Limited	VA0002119108	4-May-18	U.S.
Crystal Quartz Floor	Canadian General-Tower Limited	VA0002050452	11-Nov-16	U.S.
DISCO	Canadian General-Tower Limited	VA0002119264	4-May-18	U.S.
Flora	Canadian General-Tower Limited	VA0002023274	29-Nov-16	U.S.
GLISTENING PALMS	Canadian General-Tower Limited	VA0002119266	4-May-18	U.S.
Hartford	Canadian General-Tower Limited	VA0002023269	29-Nov-16	U.S.
Plaza Floor	Canadian General-Tower Limited	VA0002023271	29-Nov-16	U.S.
Riverside Wall	Canadian General-Tower Limited	VA0002023276	29-Nov-16	U.S.
Moonlight	Canadian General-Tower Limited	VA0002023283	29-Nov-16	U.S.
Mykonos	Canadian General-Tower Limited	VA0002023270	29-Nov-16	U.S.



<b>Copyright</b>	<b>Owner</b>	<b>Reg. No.</b>	<b>Date</b>	<b>Jurisdiction</b>
Pacific Quartz Wall	Canadian General-Tower Limited	VA0002023282	29-Nov-16	U.S.
Hudson	Canadian General-Tower Limited	VA0002023273	29-Nov-16	U.S.
Ozark	Canadian General-Tower Limited	VA0002023279	29-Nov-16	U.S.
Grey Ivy	Canadian General-Tower Limited	VA0002023278	29-Nov-16	U.S.
Luminous Soul	Canadian General-Tower Limited	VA0002050448	11-Nov-16	U.S.
Jellistone Floor	Canadian General-Tower Limited	VA0002050450	11-Nov-16	U.S.
Park Ave	Canadian General-Tower Limited	VA0002023275	29-Nov-16	U.S.
Splashing waves	Canadian General-Tower Limited	VA0002023277	29-Nov-16	U.S.
Silver Cloud	Canadian General-Tower Limited	VA0002023281	29-Nov-16	U.S.
Sierra	Canadian General-Tower Limited	VA0002023280	29-Nov-16	U.S.
Granite Tile	Canadian General-Tower Limited	VA0002050449	11-Nov-16	U.S.