

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Major Wire Industries Ltd.		11/15/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1300 East Ninth Street		
Internal Address:	13th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2172248	FLEX-MAT	
Registration Number:	4037216	MAJOR	
Registration Number:	2606393	OPTIMUMWIRE	
Registration Number:	4227977		
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	DUNCAN POIRIER		
Address Line 1:	200 PUBLIC SQUARE		
Address Line 2:	SUITE 2300		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	39369-1		
NAME OF SUBMITTER:	Duncan Poirier		
SIGNATURE:	/Duncan Poirier/		
DATE SIGNED:	12/08/2021		

OP \$115.00 2172248

Total Attachments: 10

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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 November 15, 2021 among Major Wire Industries Ltd. (the "**Grantor**"), and JPMorgan Chase Bank, N.A. (the "**Lender**").

Reference is made to (a) that certain Credit Agreement dated as of February 5, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Credit Agreement**") among, *inter alios*, Major Wire Screening Inc., Tylinter, Inc., Haver Tyler, Inc., Haver, Inc. Major Wire Screen Media Ltd., Major Wire Texas, Inc. and the Grantor (collectively, the "**Borrowers**") and the Lender, and (b) that certain Canadian Pledge and Security Agreement dated as of April 14, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "**Security Agreement**"), among the Grantor and the Lender. The Lender has extended credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto 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, the Grantor hereby grants to the Lender, on behalf of and for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Intellectual Property arising under the Laws of the United States or Canada now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule A and Patents listed on Schedule B; provided that no security interest is granted on any intent-to-use trademark applications or patent applications filed in the Canadian Intellectual Property Office or 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 or patent applications under applicable Requirements of Law or other Excluded Property (collectively, the "**Intellectual Property Collateral**"). The Grantor (a) authorizes and requests that the Commissioner for Trademarks record this Agreement, and (b) authorizes and agrees that Lender may record this Agreement with the United States Patent and Trademark Office.

3 Security Agreement.

The Security Interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender 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; New Intellectual Property Collateral.

The Grantor authorizes and requests that the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office record this Agreement, and authorizes and agrees that Lender may record this Agreement with the United States Patent and Trademark Office. If Grantor shall obtain rights to any new Intellectual Property Collateral, the

provisions of Sections 2 and 3 hereof shall automatically apply thereto as if the same were identified on Schedules A and/or B attached hereto and made a part hereof as of the date hereof, and Grantor shall give Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Agreement by amending Schedules A and/or B to include any future Intellectual Property Collateral as contemplated by Sections 2 and this Section 4 and, at Lender's request, Grantor shall execute any documents or instruments reasonably required by Lender in order to modify this Agreement as provided in this Section 4, provided that any such modification to Schedules A and/or B shall be effective without the signature of Grantor. Grantor hereby acknowledges that Lender may refile or re-record this Agreement with the United States Patent and Trademark Office, together with any such modification to Schedules A and/or B.

5 Event of Default.

Grantor shall also execute and deliver to Lender the Assignment in substantially the form of Exhibit A, which Assignment shall have no force and effect and shall be held by Lender in escrow, until the occurrence of an Event of Default beyond any applicable cure periods; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default beyond any applicable cure periods, the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Lender in such Assignment and upon written notice to Grantor and thereafter Lender may, in its discretion, record the Assignment with the United States Patent and Trademark Office.

6 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.

7 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 Lender shall execute, acknowledge, and deliver to the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and 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.

8 Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Ohio, but giving effect to federal laws applicable to national banks.

9 Language.

The parties hereto have expressly requested that this Agreement and all related documents be drawn up in the English language. *À la demande expresse des parties aux présentes, cette convention et tout document y afférent ont été rédigés en langue anglaise.*

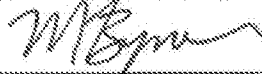
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MAJOR WIRE INDUSTRIES LTD.

Per: 
Name: Matthieu Rousseau
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.

Per: 
Name: Michael Byrne
Title: Authorized Officer

[SIGNATURE PAGE -- IP SECURITY AGREEMENT -- MAJOR WIRE]

STATE OF OH)
) SS:
COUNTY OF Lake)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Major Wire Industries Ltd., a Quebec corporation ("**Company**"), by Matthieu Rousseau, its Chief Financial Officer, which Company executed the foregoing instrument, who acknowledged that he did sign the foregoing instrument for and on behalf of the Company, being thereunto duly authorized and that the same is his free act and deed individually and in said capacity and the free act and deed of the Company. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at WS Tyler, Mentor, OH, this 15 day of November, 2021.



KIMBERLY DILLE
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Lake County
My Comm. Exp. 10/1/2022

Kimberly Dille
Notary Public
My commission expires: 10/1/22

[NOTARY PAGE – IP SECURITY AGREEMENT – MAJOR WIRE]