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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM793523

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GROUPE PPD INC.		03/08/2023	Corporation: CANADA

RECEIVING PARTY DATA

Name:	NATIONAL BANK OF CANADA	
Street Address:	1100, Robert-Bourassa Blvd., 8th Floor	
City:	Montreal, Quebec	
State/Country:	CANADA	
Postal Code:	H3B 2G7	
Entity Type:	Chartered Bank: CANADA	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2806780	PPD
Registration Number:	5552942	MERIT BY PPD

CORRESPONDENCE DATA

Fax Number: 2022801177

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: 904 247-2620

Email: eastdocket@holleymenker.com

JAMES R. MENKER, HOLLEY & MENKER, P.A. Correspondent Name:

Address Line 1: PO Box 331937

Address Line 4: ATLANTIC BEACH, FLORIDA 32233

ATTORNEY DOCKET NUMBER:	2074.3014
NAME OF SUBMITTER:	James R. Menker
SIGNATURE:	/jmenker/
DATE SIGNED:	03/10/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**) dated as of March 8, 2023, is made by Groupe PPD Inc. (the **Grantor**) in favour of National Bank of Canada, as administrative agent and hypothecary representative (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of (i) the trademarks and trademark applications, listed in <u>Schedule "A"</u> hereto and may, in the future, become the registered owner of additional trademarks and trademark applications (collectively, the **Trademarks**), and (ii) the patents and patent applications, listed in <u>Schedule "B"</u> hereto and may, in the future, become the registered owner of additional patents and patent applications (the **Patents** and together with the Trademarks, the **Intellectual Property**);

WHEREAS the Grantor has granted certain security to the Secured Party under a deed of hypothec entered into on December 5, 2022 (as amended, restated, supplemented and otherwise modified from time to time, the **Deed of Hypothec**), as security for the payment and performance of certain obligations as more fully described therein, pursuant to which the Grantor has granted to the Secured Party a security interest certain intellectual property of the Grantor;

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

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the hypothec and the security interest created under the Deed of Hypothec on the Intellectual Property with the Canadian Intellectual Property Office (the CIPO), the United States Patent and Trademark Office (the USPTO) and other governmental authorities, as the case may be;

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

- 1. The Grantor and the Secured Party hereby confirm that they have entered into the Deed of Hypothec and that, pursuant to the Deed of Hypothec, the Grantor has granted to and in favour of the Secured Party a hypothec on and a security interest in, as applicable, among other things, the Intellectual Property.
- 2. The Grantor does hereby further grant to the Secured Party a security interest in the Intellectual Property.
- 3. The 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.
- 4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO, the USPTO and any other applicable government office record this Agreement, with respect to the Intellectual Property registered in Canada, the Intellectual Property registered in the United States and the Intellectual Property registered in any other jurisdiction, respectively.
- 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. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

GROUPE PPD INC.

Per: Name: GELVAIN MONNISSETTE
Title: PRESIDENT

NATIONAL BANK OF CANADA,

as Secured Party

ฟลทั้ง: Dominic Albanese Title: Managing Director

Name: Gabriel Lachance Dubreuil

Title: Director

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SCHEDULE A

TRADEMARKS

COUNTRY	TRADEMARK	REGISTRATION NO. OR APPLICATION NO. IF NOT YET REGISTERED
Canada	PPD Resistall	LMC548715
Canada	PPD Quickslip	LMC548805
Canada	PPD	LCM549643
United States of America	PPD	2,806,780
United States of America	MERIT & design	5,552,942
Canada	MERIT & design	LMC1080448

SCHEDULE A

PATENTS

COUNTRY	PATENT	REGISTRATION NO. OR APPLICATION NO. IF NOT YET REGISTERED
Canada	Snowmobile Ski having a Self- Steering Keel Ar- rangement	2,450,153
United States of America	Snowmobile Ski having a Self- Steering Keel Ar- rangement	7,017,695
United States of America	Chute for Cement Truck and Method of Fabricating a chute for a Cement Truck	9,925,690
United States of America	Chute for Cement Truck and Method of Fabricating a chute for a Cement Truck	Application 15/833,475
Canada	Chute for Cement Truck and Method of Fabricating a chute for a Cement Truck	Application 2,959,449
Europe	Chute for Cement Truck and Method of Fabricating a chute for a Cement Truck	Application 15837629.3
Mexico	Chute for Cement Truck and Method of Fabricating a chute for a Cement Truck	Application 17/02748
United States of America	Porous Material and Process	Application 16/681,204
Canada	Porous Material and Process	Application CA3119549

COUNTRY	PATENT	REGISTRATION NO. OR APPLICATION NO. IF NOT YET REGISTERED
International	Porous Material and Process	Application PCT/CA2019/051609

RECORDED: 03/10/2023