

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BEYOND COMPLIANCE INC.		02/11/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3269644	CONTRAK
Registration Number:	3214250	ASSETTRAK
Registration Number:	3088972	SKILLSTRAK
Registration Number:	3047126	JOB PERFORMANCE MANAGEMENT SYSTEM
Registration Number:	3031766	COMPLIANCEWHERE
Registration Number:	3058801	CORRECTIVE ACTION REGISTER
Registration Number:	3014272	INTEGRATED COMPLIANCE MANAGEMENT SYSTEM
Registration Number:	3094988	FACILITATING COMPLIANCE THROUGH TECHNOLOGY
Registration Number:	3575531	ACTIONTRAK
Registration Number:	3495453	BEYOND COMPLIANCE
Registration Number:	3495434	BEYOND COMPLIANCE DOING THE RIGHT THING - SIMPLY

CORRESPONDENCE DATA

Fax Number: (919)354-1278

900199655

**TRADEMARK
 REEL: 004604 FRAME: 0341**

CH \$290.00 3269644

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9193143086
Email: loandocsdept@square1bank.com
Correspondent Name: SQUARE 1 BANK
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	08/13/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 11, 2011 by and between SQUARE 1 BANK ("*Bank*") and BEYOND COMPLIANCE INC., a Canadian corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

600 Crowfoot Cr. NW, Suite 240
Calgary, AB T3G0B4

GRANTOR:

BEYOND COMPLIANCE INC.

By:  _____

Title: President / CEO

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

BANK:

SQUARE 1 BANK

By:  _____

Title: VICE PRESIDENT

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Integrated Compliance Management System: ICMS	TXu001228125	March 8, 2005

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
NONE		

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
ConTRAK	3269644	7-24-2007
AssetTRAK	3214250	2-27-2007
SkillsTRAK	3088972	5-2-2006
Job Performance Management System	3047126	1-17-2006
ComplianceWhere	3031766	12-20-2005
CORRECTIVE ACTION REGISTER	3058801	2-14-2006
Integrated Compliance Management System	3014272	11-8-2005
FACILITATING COMPLIANCE THROUGH TECHNOLOGY	3094988	5-23-2006
ActionTRAK	3575531	2-17-2009
Beyond Compliance	3495453	9-2-2008
BEYOND COMPLIANCE DOING THE RIGHT THING - SIMPLY	3495434	9-2-2008