

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
Technologies Humanware Inc.		01/21/2014	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	National Bank of Canada
Street Address:	600, rue de la La Gauchetiere Ouest
City:	Montreal, QC
State/Country:	CANADA
Postal Code:	H3B 4L2
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3578705	CLASSMATE READER
Registration Number:	3757251	SMARTVIEW
Registration Number:	3141172	TREKKER
Registration Number:	2839645	VICTOR READER
Registration Number:	3389360	HUMANWARE
Registration Number:	4087586	ORATIO
Serial Number:	85756853	PRODIGI

CORRESPONDENCE DATA

Fax Number: 2026638007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2026638000
 Email: dctm@pillsburylaw.com
 Correspondent Name: Patrick J. Jennings
 Address Line 1: 2300 N Street, N.W.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

TRADEMARK

ATTORNEY DOCKET NUMBER:	46881-21
DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	01/27/2014
Total Attachments: 9 source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page1.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page2.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page3.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page4.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page5.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page6.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page7.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page8.tif source=Banque Nationale_Technologies HumanWare - Intellectual Property Security Agreement (Executed)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 21, 2014 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by TECHNOLOGIES HUMANWARE INC., a corporation incorporated under the Canada Business Corporations Act (the "Grantor"), in favor of NATIONAL BANK OF CANADA (the "Bank").

WHEREAS, on December 17, 2013, the Bank and the Grantor entered into an offer of financing (as it may be from time to time amended, restated, modified or supplemented, the "Loan Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit to be made by the Bank to the Grantor.

WHEREAS, on August 11, 2009, the Grantor entered into a General Movable Hypothec in favor of the Bank (as it may be from time to time amended, restated, modified or supplemented, the "Security Agreement") as security for the Grantor's obligations to the Bank thereunder (the "Obligations").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor to the Bank for the benefit of the Bank, and has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Bank for the benefit of the Bank a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations:

(a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, all registrations and applications to register any of the foregoing including, but not limited to: (i) the United States registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trademarks");

(b) All United States and foreign patents and certificates of invention, or corresponding industrial property rights under applicable law, and applications for any of the

foregoing, including, but not limited to: (i) each United States patent and patent application referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue for past, present and future infringements thereof, and (v) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents");

(c) All copyrights arising under the laws of the United States, and foreign countries (including community designs), including, but not limited to, copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, moral rights, reversionary interests and termination rights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the United States registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements thereof, and (iv) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit ("Copyrights");

(d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, all documents and things embodying or incorporating the foregoing, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future misappropriation, and other violation thereof, and (ii) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets"); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1 and any and all proceeds of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Intellectual Property Collateral include or the security interest granted hereunder attach to (x) any license or agreement to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach, default or termination pursuant to the terms thereof, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided however that the Intellectual Property Collateral shall include (and such security interest shall attach) immediately at such time as the condition causing such abandonment, invalidation or

unenforceability shall be remedied and to the extent severable, shall attach immediately to any portion of such license or agreement that does not result in any of the consequences specified in (i) or (ii) above; provided further that the exclusions referred to in clause (x) above shall not include any proceeds of any such license or agreement; or (b) any intent-to-use application trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability or result in the voiding of such intent-to-use trademark application under applicable federal law.

SECTION 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.


SECTION 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement, as applicable, shall govern.

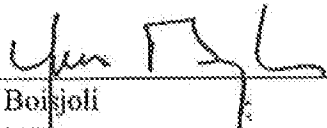
[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

TECHNOLOGIES HUMANWARE INC.,
as a Grantor

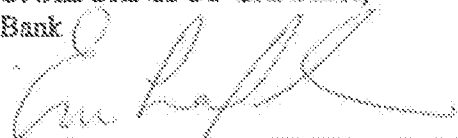
By: 

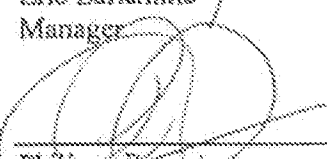
Gilles Pepin
President

By: 

Yves Boisjoli
Secretary

NATIONAL BANK OF CANADA,
as the Bank

By: 
Eric Laflamme
Manager

By: 
Philippe Brunet
Associate Vice-President

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 005201 FRAME: 0918

Trademarks

Owner	Trademark	App/ Reg No	App/ Reg Date
Technologies HumanWare Inc.	CLASSMATE READER	3,578,705	02-24-2009
Technologies HumanWare Inc.	SMARTVIEW	3,757,251	03-09-2010
Technologies HumanWare Inc.	TREKKER	3,141,172	09-12-2006
Technologies HumanWare Inc.	VICTOR READER	2,839,645	05-11-2004
Technologies HumanWare Inc.	HUMANWARE (& DESIGN)	3,389,360	02-26-2008
Technologies HumanWare Inc.	PRODIGI		
Technologies HumanWare Inc.	DIAMOND EDGE TEXT		

Patents

Owner	Title	Patent No. Issue Date	Applic. No./ Filing Date	Status
Technologies HumanWare Inc.	Pocket size computer adapted for use by a visual impaired user	7,43,912 10-07-2008	11/080,661 03-16-2005	Issued
Technologies HumanWare Inc. The National Federation of the Blind The Library of Congress Greg Charles Vanderheden David Paul Kelso	Digital audio book cartridge and player with manipulation- facilitating features	8,049,991 11-01-2011	11/857,582 09-19-2007	Issued
Technologies HumanWare Inc.	Magnification System		13/724,896 12-21-2012	Regular patent application pending in the US, extension to other countries du by 12-21-2013.
Technologies HumanWare Inc.	Handheld magnification Device with a two- camera module		13/724,964 12-21-2012	Regular patent application pending in the US, extension to other countries du by 12-21-2013.
Technologies HumanWare Inc.	Docking assembly for a handheld device		13/724,816 12-21-2012	Regular patent application pending in the US, extension to other countries du by 12-21-2013.
Technologies HumanWare Inc.	Live panning system and method		61/814,455 04-22-2013	Provisional patent application pending, regular filings in all countries due by 04-22-2014.

Owner	Title	Patent No. Issue Date	Applic. No./ Filing Date	Status
Technologies HumanWare Inc.	Method system using two parallel optical character recognition processes		61/814,479 04-22-2013	Provisional patent application pending, regular filings in all countries due by 04-22-2014.
Technologies HumanWare Inc.	Relating to Braille equipment	7,020,840 03-28-2006	09/817,364 03-22-2001	Issued

Copyrights

Owner	Title	Registration Date	Registration No.

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