

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM306728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARDT INC.		01/31/2014	a Quebec corporation: CANADA
RECEIVING PARTY DATA			
Name:	CALLIDUS CAPITAL CORPORATION		
Street Address:	77 King Street West		
Internal Address:	Suite 4320		
City:	Toronto, Ontario		
State/Country:	CANADA		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3503555	SMARDT	
CORRESPONDENCE DATA			
Fax Number:	3134968454		
<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:	3134967912		
Email:	berger@millercanfield.com		
Correspondent Name:	Kimberly A. Berger		
Address Line 1:	150 West Jefferson		
Address Line 2:	Suite 2500		
Address Line 4:	Detroit, MICHIGAN 48226		
ATTORNEY DOCKET NUMBER:	144132-00014		
NAME OF SUBMITTER:	Kimberly A. Berger		
SIGNATURE:	/Kimberly A. Berger/		
DATE SIGNED:	06/05/2014		
Total Attachments: 4			
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CH \$40.00 3503555

TRADEMARK COLLATERAL AGREEMENT

This 31st day of January, 2014, SMARDT INC., a Quebec corporation ("*Debtor*") with its principal place of business and mailing address at 1840 Trans Canada Highway, Dorval, Quebec, H9P 1H7 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to CALLIDUS CAPITAL CORPORATION, with its mailing address at 77 King Street West, Suite 4320, Toronto, Ontario, and its successors and assigns (hereinafter referred to as the "*Lender*"), and grants to the Lender a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of Debtor and its affiliates as set out in that certain Security Agreement bearing even date herewith between Debtor and Lender, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Lender of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"). but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

These presents shall enure to the benefit of Lender and its successors and assigns and shall be binding upon the Debtor and its successors and assigns. This Trademark Collateral Agreement shall be governed by and construed in accordance with the laws of the State of New York and the federal laws of the United States.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

SMARDT INC.

By *R. W. Richmond-Smith*
Name: Roger Maxwell Richmond-Smith
Title: President

Accepted and agreed to as of the date and year last above written.

CALLIDUS CAPITAL CORPORATION

By *D. Reese*
Name: D. Reese
Title: General Counsel

Jan P. R.

[Signature Page to Trademark Collateral Agreement]

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TRADEMARK
REEL: 005296 FRAME: 0705

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Number</u>
SMARDT	3503555
ISEC	58604071

TOR_LAW 8339088; 2