

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323818

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Optosecurity Inc.		11/14/2014	a corporation existing under the laws of Canada: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, Mail Code 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85918745	WE ARE REMOTE SCREENING	
<b>Registration Number:</b>	4582438	EVELOCITY	
<b>Registration Number:</b>	4086226	OPTOSCREENER	
<b>Registration Number:</b>	3593100	OPTOSCREENER	
<b>Serial Number:</b>	77715091	CONTEXTNESS	
<b>Registration Number:</b>	3500602	OPTOSECURITY	
<b>Serial Number:</b>	77294669	SOFTCT	
<b>Registration Number:</b>	3500613	XMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7349302494		
<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>			
<b>Phone:</b>	734-930-0121		
<b>Email:</b>	asujek@bodmanlaw.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
		<b>TRADEMARK</b>	

OP \$215.00 85918745

<b>SIGNATURE:</b>	/Angela Alvarez Sujek/
<b>DATE SIGNED:</b>	11/19/2014
<b>Total Attachments: 8</b> source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page1.tif source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page2.tif source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page3.tif source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page4.tif source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page5.tif source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page6.tif source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page7.tif source=Optosecurity -- Executed Intellectual Property Security Agreement (Borrower)#page8.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(Borrower)**

This Intellectual Property Security Agreement is entered into as of ~~November 14~~ 2014, between **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and **OPTOSEcurity INC.**, a corporation existing under the laws of Canada ("Debtor").

**RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Debtor in the amounts and manner set forth in that certain loan agreement among Bank, Debtor and Optosecurity Corp., a Delaware corporation, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in and hypothecate its Intellectual Property, as defined in that certain Movable Hypothec executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Debtor hypothecates to and in favor of Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property.

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 the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure the Obligations, Debtor grants and pledges to Bank a security interest in all of Debtor'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.

This security interest is granted in conjunction with the hypothec granted to Bank under the Security Agreement. Debtor has rights in or the power to transfer the Collateral, and its title to the Intellectual Property Collateral is free and clear of Liens, adverse claims and restrictions on transfer or pledge except for Permitted Liens, which include Liens arising under or pursuant to the Source Code Software Escrow Agreement made as of the September 10, 2009 among Debtor, L-3 Communications Security and Detection System, Inc. and Computershare Trust Company of Canada. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.

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

Debtor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Debtor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide advances is terminated.

Debtor acknowledges that in the event of any conflict between the provisions of this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall govern to the extent necessary to resolve such conflict.

[Signatures on following page]

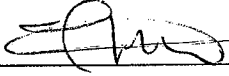
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

1280, boul. Lebourgneuf, suite 420  
Québec, QC G2K 0H1  
Attn: Timothy Mathews  
Fax: 418-657-3851

DEBTOR:

**OPTOSEcurity INC.**, a corporation existing under  
the laws of Canada

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Secured Party:

Comerica Bank  
M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

SECURED PARTY:

**COMERICA BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn: Bryce Aikman  
Fax: 416-367-2460

[Signature Page to Intellectual Property Security Agreement (4324932)]

**TRADEMARK**  
**REEL: 005405 FRAME: 0005**

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 Debtor:

1280, boul. Lebourgneuf, suite 420  
Québec, QC G2K 0H1  
Attn: Timothy Mathews  
Fax: 418-657-3851

DEBTOR:

**OPTOSEcurity INC.**, a corporation existing under  
the laws of Canada

By: \_\_\_\_\_  
Name:  
Title:

Address of Secured Party:

Comerica Bank  
M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

SECURED PARTY:

**COMERICA BANK**

By:           Omer Ahmed            
Name:           OMER AHMED            
Title:           VP          

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn: Bryce Aikman  
Fax: 416-367-2460

**EXHIBIT A**

**U.S. Copyrights**

None

**EXHIBIT B**

**U.S. Patents**


Title	App. No.	Filing Date	Reg. No.	Date Granted
Method and system for performing X-ray inspection of a product at a security checkpoint using simulation	12/864988	6/9/09	8,831,331	9/9/14
Method and apparatus for assessing characteristics of liquids	13/313635	12/7/11	8,781,066	7/15/14
User interface for use in security screening providing image enhancement capabilities and apparatus for implementing same	11/694338	3/30/07	8,494,210	7/23/13
Method and apparatus for assessing characteristics of liquids	12/311031	9/17/07	8,116,428	2/14/12
Method and devices for assessing the threat status of an article at a security check point	12/680622	9/30/08	8,014,493	9/6/11
Tray for assessing the threat status of an article at a security check point	12/385253	4/2/09	8,009,800	8/30/11
Tray for use in assessing the threat status of an article at a security check point	12/311522	10/1/07	8,009,799	8/30/11
Apparatus, method and system for screening receptacles and persons, having image distortion correction functionality	11/431627	5/11/06	7,991,242	8/2/11
Method and apparatus for providing threat image projection (TIP) in a luggage screening system, and luggage screening system implementing same	11/747639	5/11/07	7,899,232	3/1/11



Title	App. No.	Filing Date	Reg. No.	Date Granted
Method and system for screening cargo containers	11/268749	11/8/05	7,734,102	6/8/10
Method and apparatus for assessing characteristics of liquids	14/269963	5/5/14	n/a	n/a
Method and system for performing x-ray inspection of a liquid product at a security checkpoint	14/244213	4/3/14	n/a	n/a
Method and system for use in performing security screening	13/642353	4/21/11	n/a	n/a
Method, apparatus and system for determining if a piece of luggage contains a liquid product	13/387578	7/30/10	n/a	n/a
Method and apparatus for assessing the threat status of luggage	13/377872	6/15/10	n/a	n/a
Method and apparatus for assessing properties of liquids by using x-rays	13/063869	3/27/09	n/a	n/a
Method and system for performing x-ray inspection of a liquid product at a security checkpoint	12/680625	3/27/09	n/a	n/a

**EXHIBIT C**

**U.S. Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WE ARE REMOTE SCREENING	85/918745	4/30/13	n/a	n/a
EVELOCITY	85/078304	7/6/10	4,582,438	8/12/14
OPTOSCREENER	85/152863	10/14/10	4,086,226	1/17/12
OPTOSCREENER	78/753915	11/15/05	3,593,100	3/17/09
CONTEXTNESS	77/715091	4/16/09	n/a	n/a
 <b>OPTOSECURITY</b>	77/016970	10/9/06	3,500,602	9/16/08
SOFTCT	77/294669	10/3/07	n/a	n/a
XMS	77/032881	10/31/06	3,500,613	9/16/08