

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resolver Inc.	FORMERLY BPS Resolver Inc.	11/14/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86143658	GRC AS A CONVERSATION	
Serial Number:	86137603	RESOLVER BALLOT	
Serial Number:	86071085	GRC CLOUD	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne C. Houston		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F152838		
NAME OF SUBMITTER:	Janet S. Wamsley		
SIGNATURE:	/Janet S. Wamsley/		
DATE SIGNED:	12/01/2014		
Total Attachments: 11			

OP \$90.00 86143658

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 14, 2014 by and between **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("**Bank**"), and **RESOLVER INC.** (f/k/a BPS Resolver Inc.), a corporation organized under the laws of the Province of Ontario, with its chief executive office located at 257 Adelaide Street, Suite 400, Toronto, Ontario ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor as further set forth in that certain Loan and Security Agreement dated as of March 15, 2010, as amended by a certain First Loan Modification Agreement dated as of July 12, 2010, as further amended by a certain Second Loan Modification Agreement dated as of September 29, 2010, as further amended by a certain Third Loan Modification Agreement dated as of April 11, 2011, as further amended by a certain Fourth Loan Modification Agreement dated as of July 7, 2011, as further amended by a certain Fifth Loan Modification Agreement dated as of August 8, 2011, as further amended by a certain Sixth Loan Modification Agreement dated as of September 29, 2011, as further amended by a certain Seventh Loan Modification Agreement dated as of December 21, 2011, as further amended by a certain Eighth Loan Modification Agreement dated as of April 2, 2012, as further amended by a certain Ninth Loan Modification Agreement dated as of May 15, 2012, as further amended by a certain Tenth Loan Modification Agreement dated as of May 14, 2013, as further amended by a certain Eleventh Loan Modification Agreement dated as of June 20, 2013, and as further amended by a certain Twelfth Loan Modification Agreement dated as of July 22, 2014 (as amended and in effect the "**Loan Agreement**"). *Capitalized terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement.*

B. 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.

C. It is a condition to Bank's entering into that certain Thirteenth Loan Modification and Forbearance Agreement of even date herewith that Grantor grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

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 and performance of all of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest: To secure the Obligations, 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held (such software and computer products referred to, collectively, as the "**Software**") subject at all times to: (i) the ownership interests of certain third party vendors whose software has been licensed to the Grantor for incorporation into the Software and to the terms of all open source licenses applicable to the open source products used in the Software; and (ii) any escrow release conditions relating to the Software and granted by the Grantor to its licensees in the ordinary course of business;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");
- (e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. 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.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance

with, the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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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.

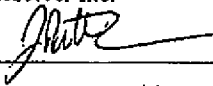
GRANTOR:

Address of Grantor:

257 Adelaide Street, Suite 400
Toronto, Ontario

Attn: Mr. James Patterson

RESOLVER INC., formerly known as
BPS Resolver Inc.

By: 

Name: J. Patterson

Title: President

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Jocelyn Hartmann

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Intellectual Property Security Agreement, and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. 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.

GRANTOR:

Address of Grantor:

257 Adelaide Street, Suite 400
Toronto, Ontario

Attn: Mr. Steve Wilson

RESOLVER INC., formerly known as
BPS Resolver Inc.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Jocelyn Hartmann

SILICON VALLEY BANK

By:  _____

Name: Jocelyn Hartmann

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>PRODUCT NAMES (Unregistered)</u>		
BPS Resolver ICFR for Enterprise	N/A	N/A
BPS Resolver NERC Compliance Manager	N/A	N/A
BPS Resolver PCI Compliance Manager	N/A	N/A
BPS Resolver CMS Program Integrity Manager	N/A	N/A
BPS Resolver IFRS Conversion Manager	N/A	N/A
BPS Resolver Enterprise Risk Manager	N/A	N/A
BPS Resolver Audit Manager	N/A	N/A
BPS Resolver Compliance Manager	N/A	N/A
BPS Resolver Sustainability Manager	N/A	N/A
BPS Resolver Risk Identifier	N/A	N/A
<u>NAMES OF SOLUTIONS (Unregistered)</u>		
BPS Resolver Compliance	N/A	N/A
BPS Resolver Assurance	N/A	N/A
BPS Resolver Risk Management	N/A	N/A
BPS Resolver GRC and Sustainability	N/A	N/A
<u>LOGOS (Unregistered)</u>	N/A	N/A



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GRC AS A CONVERSATION	86143658	12/13/2013
RESOLVER BALLOT	86137603	12/06/2013
GRC CLOUD	86071085	09/20/2013

Intellectual Property Registered with the Canadian Intellectual Property Office:

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
GRC AS A CONVERSATION	1656309	December 13, 2013
EXPERIENCE GRC	1656172	December 13, 2013
RESOLVER BALLOT	1655247	December 6, 2013
GRC CLOUD	1644526	September 20, 2013

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.