TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329285

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NuData Security Inc.		12/31/2014	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	B.E.S.T. Active 365 Fund LP
Street Address:	15 Toronto Street, Suite 400
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5C 2E3
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85874206	NUDATA SECURITY
Serial Number:	85874214	NUDETECT

CORRESPONDENCE DATA

Fax Number: 6176468646

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.

Phone: (617) 646-8207
Email: efptrademarks@wolfgreenfield.com
Correspondent Name: Edward F. Perlman
Address Line 1: Wolf, Greenfield & Sacks, P.C.
Address Line 2: 600 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02210-2206

ATTORNEY DOCKET NUMBER:	B1428.40001US00

DOMESTIC REPRESENTATIVE

Name: Edward F. Perlman
Address Line 1: Wolf, Greenfield & Sacks, P.C.
Address Line 2: 600 Atlantic Avenue
Address Line 4: Boston, MASSACHUSETTS 02210-2206

OP $65.00 85874206

NAME OF SUBMITTER:	Christina M. Licursi
SIGNATURE:	/cml/
DATE SIGNED:	01/16/2015

Total Attachments: 18
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NUDATA SECURITY INC.

Promissory Note

Issue Date: December 31, 2014 (the "**Issue Date**")

Issuer: NuData Security Inc. (the "**Corporation**")
Address: #550 – 999 Canada Place
Vancouver, BC V6C 3T4

Holder: B.E.S.T. Active 365 Fund LP (the "**Holder**")
Address: 15 Toronto Street, Suite 400
Toronto, ON M5C 2E3
Fax: (416) 203-6630

Principal: CDN$[redacted] (the "**Principal**")

ARTICLE 1
TERMS

1.1 Issue

(a) The Corporation, a corporation incorporated under the laws of Canada and having its registered office at the address shown above, for value received, acknowledges itself indebted and promises to pay to or to the order of the Holder, on the Maturity Date, at the office of the Holder as set out above or as directed by the Holder, the Principal and to pay interest on the Principal at a rate of [redacted] per year accrued daily and compounded annually (the "**Interest**") in accordance with Section 1.2.

(b) Interest on the Principal is calculated from the Issue Date and is calculated on the portion of the Principal that remains unpaid, both before and after maturity, default or judgment, until fully paid, on the basis of the actual number of days for which the Principal is outstanding computed on the basis of a year of 365 days, or 366 days in the case of a leap year.

1.2 Repayment of Principal and Interest

(a) The Corporation will repay all outstanding Principal, and will pay all outstanding Interest, on the earlier of (the "**Maturity Date**"):

(i) December 31, 2017; and

(ii) the date of a demand for repayment in accordance with Section 4.1 below upon the occurrence of an Event of Default (as defined below).

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(b) Interest will be determined and payable to the Holder monthly in arrears on the last day of each month commencing on the first day of January, 2015, calculated in accordance with Section 1.1(b).

(c) [redacted]

(i) [redacted]

(ii) [redacted]

1.3 Prepayment

The Corporation may repay all or any of the outstanding Principal at any time prior to the Maturity Date with the following penalties, but for greater certainty these penalties will not apply to any payments made pursuant to Section 1.2(c):

(a) 1-12 months from the Issue Date, a 3% premium to the principal amount repaid;

(b) 13-24 months from the Issue Date, a 2% premium to the principal amount repaid; and

(c) 25-36 months from the Issue Date, a 1% premium to the principal amount repaid.

1.4 Application of SR&ED Refunds

(a) The Corporation will pay to the Holder (and the holders of Concurrent Promissory Notes (as defined in Section 4.8 below), if any, pro rata based on the amount of principal outstanding among all Concurrent Promissory Notes), within 10 business days following the earlier of receipt or deemed receipt in accordance with Section 1.4(b)(ii) of any amount in respect of a SR&ED Refund or receipt of a notice of assessment in connection with a SR&ED Refund, all amounts received, or deemed to be received in accordance with Section 1.4(b)(ii), by the Corporation in respect of such SR&ED Refund (up to a maximum aggregate amount among all Concurrent Promissory Notes equal to the total aggregate principal and accrued and unpaid interest applicable to all Concurrent Promissory Notes), and any such payment will be allocated in the order set out in Section 1.5.

(b) For purposes of this Section:

(i) "**SR&ED Refund**" means any amount refundable or payable to the Corporation (other than amounts offset against amounts payable to a federal or provincial government in respect of income tax) from time to time on account of income tax credits related to scientific research and experimental development activities of the Corporation pursuant to the *Income Tax Act* (Canada), the *Income Tax Act* (British Columbia), or any other legislation of a similar nature, each as amended from time to time.

(ii) Any amount that would have been received by the Corporation if it was not offset against amounts payable to a federal or provincial government or if the Corporation had not directed that payment be made to another party are deemed to have been received by the Corporation in respect of a SR&ED Refund.

1.5 Order of Payment Allocation

All amounts paid by the Corporation to the Holder of this Promissory Note will be allocated in the following order:

(a) first, to any amounts payable under Section 4.6 below;

(b) second, to any outstanding Interest; and

(c) third, to the outstanding Principal.

ARTICLE 2
COVENANTS

2.1 Financial Covenants

So long as any portion of the Principal remains outstanding and is owed by the Corporation to the Holder pursuant to the terms of this Promissory Note, the Corporation will ensure that it complies with the financial covenants set out in Schedule "A" hereto:

2.2 Positive Covenants

The Corporation will:

(a) maintain adequate documentation and records for the completion of any claim for SR&ED Refunds and complete the required documents to file SR&ED Refund claims each year for the next three (3) years;

(b) pay when due all taxes and similar governmental charges, including interest and penalties associated therewith, including federal, provincial, territorial, municipal and local, foreign or other income, franchise, capital, real property, personal property, withholding, payroll, employer health, transfer, goods and services, sales, use, consumption, excise, customs, duties, anti-dumping, countervail and value added taxes, employment insurance premiums and all other taxes and similar governmental charges of any kind for which the Corporation may have any liability imposed by any governmental authority ("**Taxes**"), unless the Corporation is diligently and in good faith contesting same;

(c) [redacted]

(d) provide to the Holder monthly financial statements for the Corporation as prepared by management within 30 days after the end of each month;

(e) provide to the Holder annual financial statements for the Corporation within 120 days after each fiscal year end;

(f) provide to the Holder, within 30 days after the end of every month a compliance certificate signed by the Chief Executive Officer in the form of Exhibit A hereto declaring:

(i) whether the Corporation has made all payments required in respect of Taxes;

(ii) whether any further remittances are owed by the Corporation to any tax authorities or other governmental authorities;

(iii) whether, to the best of the Corporation's knowledge, any future claims to government funds or refunds will be withheld in connection with any outstanding government claims;

(iv) that the Corporation has complied with all of the Financial Covenants contained in Section 2.1;

(v) whether, to the best of the Corporation's knowledge, the Corporation is a party to any material legal action or dispute, whether threatened, pending, or otherwise; and

(vi) a narrative comparing actual financial results to prior period results and the annual budget;

(g) have its 2015 financial statements and all future annual financial statements audited;

(h) provide to the Holder a copy of the annual budget with monthly projections (including balance sheet, income statement and cash flow statement accompanied by assumptions and supporting schedules) no later than 60 days after the end of the first fiscal year after closing, and 30 days after the end of each subsequent fiscal year;

(i) provide to the Holder current financial information as requested by the Holder acting reasonably;

(j) provide to the Holder regular reports relating to the status of any SR&ED Refund claims, including notice of the filing of claims, notice of any amendments to such claims, copies of any notices of assessment, and a summary of any material correspondence or discussions with the tax authorities regarding such claims;

(k) provide to the Holder, within fifteen (15) days following receipt by the Corporation, a copy of any notice of assessment in respect of any SR&ED Refund claims;

(l) engage an external service provider mutually acceptable to both the Holder and the Corporation, acting reasonably, to assist the Corporation in applying for SR&ED Refunds; for greater certainty, the Holder acknowledges (i) that the Corporation has engaged Deloitte for this purpose and (ii) that such service provider is deemed to be acceptable to the Holder;

(m) advise the Holder promptly, in reasonable detail, of:

(i) any change in the location of any place of business (including additional locations) or the chief executive office of the Corporation;

(ii) any change in the name of the Corporation; and

(iii) any merger or amalgamation of the Corporation with any other person;

(n) in the event of the occurrence and during the continuance of an Event of Default, provide the Holder with RC59 access to the Corporation's Canada Revenue Agency account, change the Corporation's Canada Revenue Agency account address of record to 15 Toronto Street, Suite 400, Toronto, Ontario M5C 2E3 and provide evidence to the Holder that direct deposit to any of the Corporation's bank accounts has been cancelled; and

(o) the Corporation will deliver and recognize in full the license revenue related to Exhibit A-4 of Agreement # CP20121989 between Apple Inc. and the Corporation by March 31, 2015.

2.3 Negative Covenants

Without the prior written consent of the Holder (which consent will not be unreasonably withheld), the Corporation will not:

(a) enter into any merger, acquisition, amalgamation or joint ventures provided any such transaction will be subject to an amendment to security documents in favour of the Holder contemplated by or in relation to this Note;

(b) sell, transfer or otherwise dispose of any material property or assets, including patents, trademarks, processes, trade secrets, licenses, distributions rights or other intellectual property of the Corporation unless the Holder is paid in full the Principal and any interest thereon from the proceeds thereof, except in the ordinary course of business where proceeds do not exceed $500,000. For clarity, this covenant does not require the Corporation to seek the approval of the Holder to sell licenses of its software in the normal course of business;

(c) create any subsidiary, affiliate or non-arms length entity, unless such new entity becomes a party to the security documents, by executing a guarantee and security agreement, in favour of the Holder contemplated by or in relation to this Note;

(d) alter its debt or authorized capital structure or amend any bylaws;

(e) enter into any Contract outside of the normal course of business or enter into any non-arms-length transactions, provided that the Corporation will have the obligation to report any non-arms length transactions entered into regardless of materiality;

(f) purchase or redeem any shares other than in the normal course of business provided that the Corporation may convert existing shareholder loans into equity;

(g) declare or pay any dividends;

(h) pay compensation, including salaries, bonuses, allowances, management or consulting fees, to corporate or management shareholders or non-arms length individuals in excess of those amounts set forth in existing employee agreements;

(i) [redacted]

(j) [redacted]

(k) [redacted]

(l) direct any government authority to make any payments in respect of SR&ED Refunds to any person other than as set out in this Promissory Note, or authorize or permit, to the extent the Corporation is legally permitted, the set-off of any amounts against the SR&ED Refunds; or

(m) [redacted]

ARTICLE 3
SECURITY AGREEMENT

3.1 Definitions

In this Promissory Note:

(a) "**Credit Agreement**" means the credit agreement dated as of December 31, 2014 executed by the Corporation, the Holder and the holders of Concurrent Promissory Notes, as may be amended or amended and restated from time to time;

(b) "**Obligations**" means the obligations and liabilities, present or future, direct or indirect, absolute or contingent, at any time and from time to time owing by the Corporation to the Holder arising under or pursuant to this Promissory Note, as amended, restated, supplemented, renewed, extended or superseded from time to time;

(c) "**Secured Property**" means all of the Corporation's present and after-acquired property, assets, rights, benefits, privileges and undertakings of every nature and kind, real or personal, moveable or immoveable, tangible and intangible, wherever situate, together with all increases, additions and accessions, all substitutions and replacements and all proceeds received under insurance; and

(d) "**Security Interest**" means the security interest granted under Section 3.2(a) hereof.

Any capitalized term not defined in this Promissory Note shall have the meaning ascribed thereto in the Credit Agreement.

3.2 Security

(a) As continuing security for the due payment and performance of the Obligations, the Corporation hereby grants to the Holder a continuing security interest in the Secured Property (the "**Security Interest**").

(b) The Corporation confirms that:

(i) value has been given;

(ii) the Corporation is the owner of, or has rights in, the present Secured Property; and

(iii) it has not agreed to postpone the time of attachment of the Security Interest.

(c) The Security Interest will not extend or apply to the last day of the term of any lease of real property or any agreement for the lease of real property, but upon the enforcement of the Security Interest, the Corporation will stand possessed of such last day in trust to assign it at the direction of the Holder to any person acquiring such term.

(d) The Security Interest does not and will not extend to, and the Secured Property will not include, any agreement, right, franchise, lease, licence or permit (the "**Contractual Rights**") to which the Corporation is a party or of which the Corporation has the benefit, to the extent that the creation of the Security Interest would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Corporation will hold its interest therein in trust for the Holder and will assign such Contractual Rights to the Holder forthwith upon obtaining the consent of the other party or parties to the Contractual Rights.

3.3 Ordinary Course Transactions

Until the occurrence of an Event of Default that is continuing, the Corporation is entitled to deal with the Secured Property in the ordinary course of business, and to the extent necessary, replace assets that have become obsolete or worn, but no action may be taken that would knowingly adversely affect the ranking, validity or perfection of the Security Interest or the value of the Secured Property or that would be inconsistent with or violate the provisions of this Promissory Note.

3.4 Subordination

The Security Interest constituted by this Promissory Note and any supplemental security given to the Holder, is not and will not be subordinate to, nor is there any intention to subordinate such security interests to, any security interests given to any other creditors.

ARTICLE 4
DEFAULT AND REMEDIES

4.1 Default

The Principal and Interest and other money owing under this Promissory Note is immediately payable in each of the following events (each an "**Event of Default**"):

(a) Payment - if the Corporation makes a default in payment of the Principal or Interest or in payment of any indebtedness or liability of the Corporation to the Holder when due, which default is not remedied within ten (10) Business Days of notice from the Holder to the Corporation of such default;

(b) Payment of SR&ED Refunds - if the Corporation fails to pay over to the Holder the amount received (or deemed received) in respect of any SR&ED Refund in accordance with Section 1.4.

(c) Performance of Covenants - if the Corporation defaults in the observance or performance of any covenant or undertaking given by the Corporation to the Holder, whether on or after the date of this Promissory Note, and whether contained in this Promissory Note or otherwise, or if the Corporation defaults in the observance or performance of any material covenant or undertaking given by the Corporation to any other creditor, whether on or after the date of this Promissory Note, and such default is not remedied within ten (10) Business Days of notice from the Holder to the Corporation of such default;

(d) Representations and Warranties – if there is a material inaccuracy in any representation or warranty given by the Corporation to the Holder, whether such representation or warranty is given by the Corporation on or after the date of this Promissory Note, and whether such representation or warranty is contained in this Promissory Note or otherwise, and the inaccuracy (i) would result in a Material Adverse Effect to the Corporation or its operations and (ii) is not remedied within ten (10) Business Days of notice from the Holder to the Corporation thereof;

(e) Winding Up - if an order is made or an effective resolution passed for the winding-up or liquidation of the Corporation;

(f) Insolvency - if the Corporation commits an act of bankruptcy, makes a general assignment for the benefit of its creditors, ceases to carry on its business or becomes insolvent within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

(g) Bankruptcy or Receivership - if a bankruptcy petition is filed or presented against the Corporation, or if any proceedings with respect to the Corporation are commenced under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation providing protection for the benefit of the Corporation and, in the event that a petition is filed against the Corporation and the same is not dismissed within 30 days of such filing; or if an execution, sequestration, or any other process of any court becomes enforceable against the Corporation or if a distress or analogous process is levied upon the property of the Corporation or any part of the property of the Corporation;

(h) Enforcement against Secured Property – if any holder of any security interest, mortgage, lien, charge, claim or encumbrance enforces against, delivers any notice relating to its rights or its intention to enforce against (where such holder is reasonably considered to have a bona fide right to enforce), or becomes entitled to enforce against or otherwise takes possession, management or control of any of the Secured Property or the interest of the Corporation in any of the Secured Property that is greater than $50,000 and is not *bona fide* disputed by the Corporation;

(i) Failure to Pay Debts – the Corporation fails to make any payment or payments when due (after the expiry of any applicable grace period) to any person in respect of indebtedness in excess of $50,000 unless its obligation to pay such amounts are under *bona fide* dispute;

(j) Appointment of Trustee or Receiver - any trustee in bankruptcy, interim receiver, receiver, receiver and manager, custodian, sequestrator, administrator, monitor or liquidator or any other person with similar powers is appointed in respect of the Corporation or any of the Secured Property;

(k) Invalid Obligations – if the Corporation denies, to any material extent, its obligations under this Promissory Note or claims that this Promissory Note or any of its material terms is invalid or unenforceable in whole or in part; or

(l) Grant of Additional Security – if the Corporation grants security over any of its assets (other than (i) security granted to the Corporation's senior lender (which must be a Canadian financial institution) in connection with existing and future credit facilities; (ii) security granted in connection with debt incurred to satisfy all of the outstanding Obligations; or (iii) security granted in connection with any Concurrent Promissory Notes) without the consent of the Holder (which consent will not be unreasonably withheld).

4.2 Enforcement

(a) Upon the occurrence of an Event of Default that is continuing, all of the Obligations, at the Holder's option and upon notice to the Corporation, become immediately due and payable and the Holder may, at its option, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Promissory Note, or otherwise afforded by law, in equity or otherwise. The Holder expressly retains all rights and remedies not inconsistent with the provisions in this Promissory Note. Without limiting the generality of the foregoing, upon the occurrence and continuance of any Event of Default that has not been cured in accordance with Section 4.1, and to the extent permitted by applicable law:

(i) Interest Rate. the Interest will increase to 24% per annum until the Event of Default is cured, if possible, or the Principal and interest thereon is repaid in full;

(ii) Intellectual Property. the Holder shall have the right, but not the obligation, to request that the Corporation's software or other similar intellectual property assets be placed into escrow or a secure internet location at the Corporation's expense on commercially reasonable terms;

(iii) Monitoring Fee. the Corporation will pay to the Holder a monitoring fee of $1,000 for every month until the Event of Default is cured, if possible, or the Principal and interest thereon is repaid in full;

(iv) Access. the Holder will have access to any and all requested information and personnel of the Corporation until the Event of Default is cured, if possible, or the Principal and interest thereon is repaid in full;

(v) Appoint of Consultants/Advisors. the Holder shall have the right to appoint by instrument in writing a consultant/advisor to the Corporation, at the sole cost of the Corporation, to assist with any and all matters related to the marketing and sale of the Corporation and the Secured Property and/or the refinancing of the Principal and any interest thereon. The consultant/advisor shall be the agent of the Corporation and not the Holder, but shall report to both the Corporation and the Holder; provided, however, that nothing herein and/or in the instrument appointing the consultant/advisor shall preclude such consultant/advisor from being appointed as private receiver by the Holder, or as court appointed receiver and/or receiver and manager or bankruptcy trustee;

(vi) Appointment of Receivers: the Holder shall have the right to appoint by instrument in writing one or more receivers of the Corporation for any or all of

the Secured Property with such rights, powers and authority (including any or all of the rights, powers and authority of the Holder under this Promissory Note) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such receiver from time to time. To the extent permitted by applicable law, any receiver appointed by the Holder will (for purposes relating to responsibility for the receiver's acts or omissions) be considered to be the agent of the Corporation and not of the Holder;

(vii) Enter and Repossess: the Holder shall have the right to immediately and without notice enter the Corporation's premises and repossess, disable or remove the Secured Property;

(viii) Dispose of the Secured Property: the Holder shall have the right to dispose of any Secured Property by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are hereby waived by the Corporation to the extent permitted by law. The Holder may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions will be credited against the Obligations only as they are actually received. Any such disposition may take place whether or not the Holder has taken possession of the Secured Property;

(ix) Foreclosure: the Holder shall have the right to foreclose upon the Secured Property; and

(x) Dealing with Secured Property: the Holder shall have the right, subject to applicable law, to seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Secured Property in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Holder advisable and without notice to the Corporation. The Holder may charge on its own behalf and pay to others sums for expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Secured Property and may add all such sums to the Obligations.

(b) None of the above rights or remedies is exclusive of or dependent on or merges in any other right or remedy, and one or more of such rights and remedies may be exercised independently or in combination from time to time.

4.3 Powers of Receiver

Any receiver appointed pursuant to Section 4.2 has the power prescribed by law or equity:

(a) to carry on the business of the Corporation or any part of such business in the name of the Corporation or of the receiver; and

(b) to exercise on behalf of the Holder all of the rights and remedies granted in this Promissory Note to the Holder,

and without in any way limiting the foregoing the receiver has all the powers of a receiver appointed by a court of competent jurisdiction.

4.4 Waivers and Extensions

(a) The Holder may waive default or any breach by the Corporation of any of the provisions contained in this Promissory Note. No waiver extends to a subsequent breach or default, whether or not the same as or similar to the breach or default waived, and no act or omission of the Holder extends to or is to be taken in any manner to affect any subsequent breach or default of the Corporation or the rights of the Holder resulting therefrom. Any such waiver must be in writing and signed by the Holder to be effective.

(b) The Holder may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Secured Property to third parties and otherwise deal with the Corporation's guarantors or sureties and others and with the Secured Property and other securities as the Holder may see fit without prejudice to the liability of the Corporation to the Holder or the Holder's rights, remedies and powers under this Promissory Note. No extension of time, forbearance, indulgence or other accommodation previously, now or subsequently given by the Holder to the Corporation operates as a waiver, alteration or amendment of the rights of the Holder or otherwise precludes the Holder from enforcing such rights.

4.5 Power of Attorney

Upon the occurrence, and during the continuance of, an Event of Default, the Corporation hereby constitutes and appoints any officer of the Holder from time to time, or any receiver appointed of the Corporation as provided for in this Promissory Note, the true and lawful attorney of the Corporation irrevocably with full power of substitution to do, make and execute all such documents, acts, matters or things with the right to use the name of the Corporation, whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Promissory Note. Without limiting the generality of the foregoing, the Holder or its agent is authorized to sign any financing statements and similar forms that may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Corporation. The Corporation hereby declares that the irrevocable power of attorney granted hereby, being coupled with an interest, is given for valuable consideration.

4.6 Costs of Collection

The Corporation will pay or reimburse the Holder for any reasonable costs or expenses incurred by the Holder in collecting amounts owed to it by the Corporation or in the enforcement of the security or any obligations of the Corporation under this Promissory Note.

4.7 Statutory Waivers

To the fullest extent permitted by law, the Corporation waives all of the rights, benefits and protections given by the provisions of any existing or future statute that impose limitations upon the powers, rights or remedies of a Holder or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.

4.8 Equal Treatment

Each of this Promissory Note and the promissory notes issued by the Corporation to the other Investors who are party to the Credit Agreement on the date of this Promissory Note (together, the "**Concurrent**

Promissory Notes") rank *pari passu*, equally and ratably, as to the security interests granted in the Concurrent Promissory Notes and the payment of principal and interest and all proceeds of realization of any security interests. The Holder agrees that any payments or prepayments to the holders of the Concurrent Promissory Notes, whether in the form of principal, interest or otherwise on account of the Concurrent Promissory Notes, is to be made pro rata among holders of the Concurrent Promissory Notes based upon the aggregate unpaid principal amounts, except that costs of collection are to be made to the holders incurring such costs.

ARTICLE 5
GENERAL

5.1 Right to Conduct Activities

The Corporation acknowledges that the Holder is a mid-market private equity and venture capital firm and as such invests in numerous portfolio companies, some of which may be competitive to the Corporation's business. The Holder is not liable to the Corporation or any of its shareholders or any other person for any claim arising out of, or based upon:

(a) the investment by the Holder in any entity competitive to the Corporation; or

(b) actions taken by any partner, officer or other representative of the Holder to assist any such competitive entity, whether or not such action was taken as a board member of such competitive entity or otherwise, and whether or not such action has a detrimental effect on the Corporation, provided that no such action is taken using, or on the basis of disclosure of, any confidential information of the Corporation or any of its Affiliates or solicits any customer, supplier, employee, agent, contractor, subcontractor, partner or joint venture of or to the Corporation or any of its Affiliates.

5.2 Notice

Any notice, consent or approval required or permitted to be given in connection with this Promissory Note (in this Section referred to as a "**Notice**") must be in writing and is sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by fax, at the addresses or fax numbers set out on the first page of this Promissory Note. Any party may, from time to time, change its address or fax number by giving notice to the other Parties in accordance with the provisions of this Section 5.2.

Any Notice delivered or transmitted to a party as provided above is deemed to have been given and received on the day it is delivered or transmitted if it is delivered or transmitted on a Business Day before 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day, then the notice is deemed to have been given and received on the next Business Day. For any such deeming rule to apply to a fax, the sender must retain electronic proof of successful transmission.

A copy of all Notices to the Corporation will be copied to: McMillan LLP, 1500-1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7, Attention: Desmond M. Balakrishnan, Fax: 604.893.2373, Email: desmond.balakrishnan@mcmillan.ca.

5.3 Enurement

This Promissory Note enures to the benefit of the Holder and its successors and permitted assigns, and is binding upon the Corporation and its successors. The obligations of the Corporation under this

Promissory Note will, without any further act or formality by any party, terminate upon the payment in full of the Obligations.

5.4 Assignment

(a) The Holder may, without the consent of the Corporation but at the sole expense of the Holder, assign its rights and obligations under this Promissory Note, in whole or in part, to any person, provided that: (i) the Holder is assigning its entire lending portfolio; (ii) such person taking assignment is not a competitor of the Corporation; and (iii) the Holder provides prompt written notice to the Corporation of any such assignment.

(b) The Corporation may not transfer any of its rights or obligations under this Promissory Note without the prior written consent of the Holder.

5.5 Governing Law

This Promissory Note is made under and governed by and is to be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

5.6 Further Assurances

The Corporation will execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered any further acts, deeds, transfers, assignments and assurances as the Holder may reasonably require for the better accomplishing and effectuating of this Promissory Note.

5.7 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or other means of electronic transmission (e.g. PDF), and all such counterparts and faxes (or PDFs) together constitute one agreement.

[The next page is the signature page.]

IN WITNESS WHEREOF the Corporation has caused this Promissory Note to be signed by a duly authorized officer of the Corporation.

NUDATA SECURITY INC.

By: _____

Name: Mike Grasso

Title: CEO

[Signature page to the Promissory Note in favour of B.E.S.T. Active 365 Fund LP]

Schedule "A"

Financial Covenants

[redacted]

EXHIBIT A

[Form of Monthly Compliance Certificate]

Date:_____, ____

The Investors as defined in the Credit Agreement
(as defined below)
15 Toronto Street, Suite 400
Toronto, ON M5C 2E3
Attn: [ ]

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated as of December ●, 2014 (as extended, renewed, amended or restated from time to time, the "**Credit Agreement**"), among NuData Security Inc. (the "**Corporation**"), and the Investors signatory thereto. Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein, which are defined in the Credit Agreement, have the respective meaning provided in the Credit Agreement.

The undersigned **[insert name],** in my capacity as the Chief Executive Officer of the Corporation and not personally, after making due enquiry, hereby certifies to the Investors that the following is true and correct as of the date hereof:

1. the Corporation has made all payments required in respect of all Taxes owing by the Corporation;

2. the following is a list of further remittances owed by the Corporation to any tax authorities or other Governmental Authorities;

   (a) [insert list]

3. to the best of my knowledge, any future claims to government funds or refunds will be withheld in connection with any outstanding government claims;

4. the Corporation has complied with all of the Financial Covenants contained in Section 2.1 of the Promissory Notes executed by the Corporation in favour of the Investors, and more particularly,

   (a) on **[insert date of last completed calendar month]** the Corporation maintained a working capital ratio to amount outstanding of _____;

   (b) the Corporation's revenue over the trailing twelve month period ending _____ was $_____; and

   (c) on **[insert date of last completed calendar month]** the Corporation's Total Cash (as defined in the Promissory Note) was equal to _____ times its Cash Burn (as defined in the Promissory Note);

5. the Corporation is not a party to any material legal action or dispute, whether threatened, pending, or otherwise;

6. **[the following paragraph is to be inserted in the Compliance Certificate to be delivered at the end of each fiscal quarter]** the representations and warranties of the Corporation contained in Sections 3.1, 3.4, 3.7 (c), 3.16 (d and e), 3.19, 3.21 (a, b, e and g), 3.25 and 3.27 of the Credit

TRADEMARK
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Agreement are true and correct as if given today. The Representations and Warranties set out in Sections 3.3, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16 (a, the second sentence of b, c and f), 3.17, 3.18, 3.20, 3.21(c, d and f), 3.22, 3.24, 3.28, 3.29 and 3.30 of the Credit Agreement are true and correct as if given today subject to the disclosures made in Schedule "B" attached to this certificate; and

7. no Event of Default (as defined in the Promissory Notes) has occurred and is continuing on the date hereof that has not been waived in writing by the Investors.

Attached hereto as Schedule "A" is a narrative comparing the actual financial results of the Corporation as at the latest month end to prior period results and the annual budget previously delivered to the Investors.

_____

Name:
Title:

Schedule "A"

[Attached narrative comparison of actual to prior period results and to budget]