

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AppZero Software Corp.		09/04/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	Suite 2210, South Tower, Royal Bank Plaza		
Internal Address:	P.O. Box 61		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4152109	APPZERO	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<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:	(617) 646-8384		
Email:	cxltrademarks@wolfgreenfield.com		
Correspondent Name:	Christina M. Licursi		
Address Line 1:	Wolf, Greenfield & Sacks, P.C.		
Address Line 2:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210-2206		
ATTORNEY DOCKET NUMBER:	C1435.40003US00		
DOMESTIC REPRESENTATIVE			
Name:	Christina M. Licursi		
Address Line 1:	Wolf, Greenfield & Sacks, P.C.		
Address Line 2:	600 Atlantic Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02210-2206		
NAME OF SUBMITTER:	Christina M. Licursi		

OP \$40.00 4152109

SIGNATURE:	/cml/
DATE SIGNED:	09/21/2015
Total Attachments: 7 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 4, 2015, between **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act (Canada)* ("Bank") and **APPZERO SOFTWARE CORP.**, a corporation existing under the federal laws of Canada ("Debtor").

RECITALS

WHEREAS pursuant to the terms of that certain loan agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), between, *inter alia*, Debtor and Bank, Bank has agreed to extend credit and make certain financial accommodations to Debtor;

WHEREAS pursuant to the terms of that certain security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") granted by Debtor in favour of Bank, Debtor granted to Bank a security interest and continuing lien on all of Debtor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Intellectual Property (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Obligations (as defined in the Loan Agreement) including the obligations of Debtor under the Loan Agreement;

WHEREAS the parties to the Loan Agreement contemplate and intend that, if an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, Bank shall have all rights of a secured party in and to the Intellectual Property and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Loan Agreement in connection with all of Debtor's right, title and interest in such Intellectual Property; and

WHEREAS pursuant to the Loan Agreement, Debtor is required to execute and deliver this Agreement.

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 (collectively, the "**Intellectual Property**").

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. 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 (as defined in the Loan Agreement), 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 Intellectual Property Security 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.

[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:

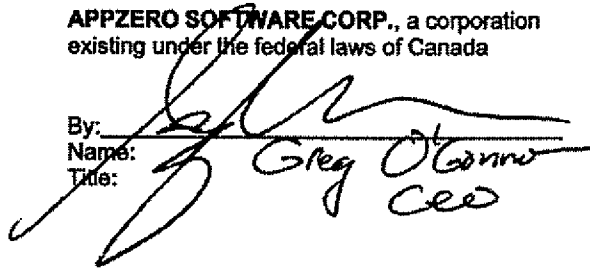
1 Hines Rd., Suite 105
Ottawa, ON K2K 3C7

Attention: Greg O'Connor
Fax: (613) 254-9899
Email: goconnor@appzero.com

DEBTOR:

APPZERO SOFTWARE CORP., a corporation
existing under the federal laws of Canada

By: _____
Name: _____
Title: _____



Greg O'Connor
CEO

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:
Fax:

(Intellectual Property Security Agreement)

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:

1 Hines Rd., Suite 105
Ottawa, ON K2K 3C7

Attention: Greg O'Connor
Fax: (613) 254-9899
Email: goconnor@appzero.com

DEBTOR:

APPZERO SOFTWARE CORP., a corporation
existing under the federal 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

With a copy to:

Comerica Bank
Suite 2210, South Tower
Royal Plaza Bank, P.O. Box 61
Toronto, Ontario M4A 3E2
Attn:
Fax:

SECURED PARTY:

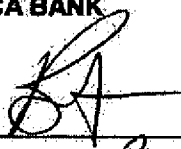
COMERICA BANK
By:  _____
Name: Bryce Aikman
Title: SVP

EXHIBIT A

U.S. Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Printed Material	TX0007448922/2011- 11-21	2005-07-06
Printed Material	TX0007448932/2011- 11-21	2007-07-13

EXHIBIT B

U.S. Patents

<u>Description</u>	<u>Application / Patent Number</u>	<u>Issue Date / Filing Date</u>
System for containerization of application sets	10939903/7519814	04-14-2009/ 09-13-2004
Malware containment by application encapsulation	11432843/7757291	07-13-2010/ 05-12-2006
System including run-time software to enable a software application to execute on an incompatible computer platform	11380285/7774762	08-10-2010/ 04-26-2006
Computing system having user mode critical system elements as shared libraries	10946536/7784058	08-24-2010/ 09-21-2004
Software service application and method of servicing a software application	11415028/NONE	05-01-2006
Method and system for providing a program for execution without requiring installation	12075842/NONE	03-13-2008

EXHIBIT C

U.S. Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Filing / Registration Date</u>
STANDARD CHARACTER MARK - APPZERO	77679599/4152109	02-27-2009/06-05-2012