

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363647

<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>
Geo Logic Systems Ltd.		10/16/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	20 King Street West, 4th floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3703999	QFIND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	212-596-9530		
<b>Email:</b>	trademarks@ropesgray.com		
<b>Correspondent Name:</b>	Michael D. Kurzer, Ropes & Gray LLP		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	BVK-051-006		
<b>NAME OF SUBMITTER:</b>	Michael Kurzer		
<b>SIGNATURE:</b>	/Michael Kurzer/		
<b>DATE SIGNED:</b>	11/25/2015		
<b>Total Attachments: 5</b>			
source=QFIND Trademark Security Agreement#page1.tif			
source=QFIND Trademark Security Agreement#page2.tif			
source=QFIND Trademark Security Agreement#page3.tif			
source=QFIND Trademark Security Agreement#page4.tif			
source=QFIND Trademark Security Agreement#page5.tif			

CH \$40.00 3703999

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is entered into as of October 16, 2015, by and among Geo Logic Systems Ltd. ("Grantor") and **ROYAL BANK OF CANADA**, in its capacity as agent for the Secured Parties (in such capacity, the "Agent").

**WITNESSETH:**

WHEREAS, Grantor is party to a Pledge and Security Agreement, dated as of October 16, 2015 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the "Security Agreement"), in favor of the Agent pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of Grantor:

- (a) all of Grantor's United States trademark and service mark, including all registrations and applications thereof, including as set forth in Schedule I hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (the "**Trademarks**");
- (b) all goodwill associated with such Trademarks;
- (c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (d) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- (e) all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Agent shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on 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 Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GEO LOGIC SYSTEMS LTD.**

By:



Name: David Hood

Title: Authorized Signing Officer

*US Trademark Security Agreement*

**TRADEMARK**

**REEL: 005676 FRAME: 0300**

Accepted and Agreed:

ROYAL BANK OF CANADA,  
as Agent

By:

Name:

Title:

  
Yvonne Br...

Manager, Agency

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:**

<b>Trademark</b>	<b>Status</b>	<b>Current Owner</b>	<b>Appl. No./Appl. Date</b>	<b>Reg. No./Reg. Date</b>
QFIND QFIND	Registered	GEO LOGIC SYSTEMS LTD.CANADA CORPORATION 900, 703 - 6TH AVENUE SW CALGARY, ALBERTA, T2P 0T9 CA (CANADA)	77285404 / 21- SEP-2007	3703999 / 03- NOV-2009