

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366044

<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>
Neurio Technology Inc.		12/09/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	Suite 2200, Suite Tower, Royal Bank of Canada, P.O. Box 61		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M4W 3E2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86631729	N	
<b>Registration Number:</b>	4719465	NEURIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657048		
<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>Email:</b>	sharon.groom@mcmillan.ca		
<b>Correspondent Name:</b>	McMillan LLP		
<b>Address Line 1:</b>	181 Bay Street, Suite 4400		
<b>Address Line 4:</b>	Toronto, CANADA M5J 2T3		
<b>NAME OF SUBMITTER:</b>	Sharon Groom		
<b>SIGNATURE:</b>	/seg/		
<b>DATE SIGNED:</b>	12/16/2015		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 9, 2015 by and between **COMERICA BANK** (“**Bank**”) and **NEURIO TECHNOLOGY INC.**, a company existing under the *Business Corporations Act* (British Columbia), formerly known as Energy Aware Technology Inc. (“**Grantor**”).

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of that certain General Security Agreement dated as of the date hereof executed by Grantor in favour of Bank (as amended, varied, supplemented, restated, renewed or replaced at any time, the “**Security Agreement**”; capitalized terms used herein are used as defined in the Security 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.

**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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 (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 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 Loan Agreement, 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 Loan Agreement, 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 Loan 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.

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

201 - 43 West Hastings Street  
Vancouver, BC V6B 1G4  
Attn: Janice Cheam, President & CEO  
Facsimile: 604-608-3378

**NEURIO TECHNOLOGY INC.**

By: *Janice Cheam*  
Name: JANICE CHEAM  
Title: PRESIDENT & CEO

**BANK:**

Address of Bank:

Suite 2210, Suite Tower  
Royal Bank of Canada, P.O. Box 61  
Toronto, Ontario M4W 3E2  
Attn: Robert C. Rosen  
Facsimile: 416.367.2460

**COMERICA BANK**

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

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**GRANTOR:**

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201 - 43 West Hastings Street  
Vancouver, BC V6B 1G4  
Attn: Janice Cheam, President & CEO  
Facsimile: 604-608-3378

**NEURIO TECHNOLOGY INC.**

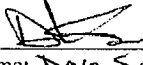
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

Address of Bank:

Suite 2210, Suite Tower  
Royal Bank of Canada, P.O. Box 61  
Toronto, Ontario M4W 3E2  
Attn: Robert C. Rosen  
Facsimile: 416.367.2460

**COMERICA BANK**

By:  \_\_\_\_\_  
Name: Jane Samra  
Title: VP

**EXHIBIT A**

**Copyrights**

<b>Copyright Claimant</b>	<b>Type</b>	<b>Title</b>	<b>Registration No.</b>
Energy Aware Technology Inc.	Computer File	NEURIO Application Programming Interface v0.7.0	TXu001920722
Energy Aware Technology Inc.	Computer File	NEURIO Firmware v0.1.0	TXu001927571
Energy Aware Technology Inc.	Computer File	NEURIO Mobile Application v0.8.7a	TXu001920725

**EXHIBIT B**

**Patents**

<b>Assignee</b>	<b>Description</b>	<b>Application/ Registration No.</b>
Neurio Technology Inc.	SYSTEM AND METHOD OF COMPILING AND ORGANIZING POWER CONSUMPTION DATA AND CONVERTING SUCH DATA INTO ONE OR MORE USER ACTIONABLE FORMATS	14/372056
Neurio Technology Inc.	METHOD AND SYSTEM FOR FORECASTING POWER REQUIREMENTS USING GRANULAR METRICS	14/288630

**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Trade-mark</b>	<b>Serial/ Registration No.</b>
Neurio Technology Inc.	N Logo	86631729
Neurio Technology Inc.	NEURIO	4719465