

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GUESTLOGIX INC.		12/23/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	200 Bay Street, Suite 2210		
Internal Address:	South Tower, Royal Bank Plaza, PO Box 61		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4856488	GUESTPASS	
Serial Number:	86127066	POWERING ANCILLARY REVENUE	
Registration Number:	4570250	COMMON USE TRANSACTION PROCESSING	
Serial Number:	86261393	CUTP	
Registration Number:	4573937	TRAVEL RPM	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4168657105		
Email:	sharon.groom@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	181 Bay Street, Suite 4400		
Address Line 4:	Toronto, CANADA M5J 2T3		
NAME OF SUBMITTER:	Sharon Groom		
SIGNATURE:	/SEG/		
DATE SIGNED:	02/11/2016		
Total Attachments: 7			

OP \$140.00 4856488

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)

This Intellectual Property Security Agreement is entered into as of December 23, 2013, by and between **COMERICA BANK** ("Bank") and **GUESTLOGIX INC.**, a corporation existing under the laws of Ontario ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan Agreement between Bank and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. 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 its Intellectual Property, as defined in that certain General Security Agreement executed by Grantor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of 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 the Intellectual Property.

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, 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 Bank and Grantor, 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 Collateral (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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto, as such Exhibits may be amended, restated, replaced or otherwise modified from time to time, 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.

Grantor acknowledges and agrees that Bank may, in its sole discretion, amend this Agreement, without first obtaining Grantor's approval or signature to such amendment, by amending Exhibits A, B and C hereto to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the date hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims to have any right, title or interest.

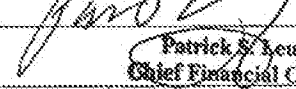
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:
c/o GuestLogix Inc.
111 Peter Street, Suite 302
Toronto, Ontario M5V 2H1
Attn:
Fax:

GUESTLOGIX INC.

By: 
Title: Patrick S. Leung
Chief Financial Officer

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: _____

Title: _____

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:
c/o GuestLogix Inc.
111 Peter Street, Suite 302
Toronto, Ontario M5V 2H1
Attn:
Fax:

GUESTLOGIX INC.

By:

Title:

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: Senior Vice President &
Regional Managing Director

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
Systems and methods facilitating mobile retail environments	12/481505	6/9/09	8,328,094	12/11/12
Systems and methods for integration of travel and related services and operations	13/253961	10/5/11	n/a	n/a
Systems and methods facilitating mobile retail environments	13/090647	4/20/11	n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TPE	86/055549	9/4/13	n/a	n/a
TRANSACTION PROCESSING ENGINE	85/908463	4/18/13	4,412,518	10/1/13
ONBOARD RETAIL SOLUTIONS	77/900331	12/23/09	4,004,353	8/2/11
ONTOUCH	77/706508	4/3/09	3,883,631	11/30/10
MOBILE VIRTUAL STORE	77/598213	10/22/08	3,593,489	3/17/09
IN-FLIGHT BOX OFFICE	77/598215	10/22/08	3,681,731	9/8/09