

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM379092

<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>
ThoughtWire Holdings Corp.		03/09/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDC Capital Inc.		
<b>Street Address:</b>	121 King Street West		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3T9		
<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>	4212304	THOUGHTWIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3026365454		
<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>	800-927-9801 x 62348		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1090 Vermont Avenue NW, Suite 430		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	086306-10		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	04/01/2016		
<b>Total Attachments: 6</b>			
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**BDC Capital Inc., a wholly-owned subsidiary of  
Business Development Bank of Canada  
Banque de développement du Canada**

## **ASSIGNMENT OF TRADE-MARKS**

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**THIS ASSIGNMENT** dated March 9, 2016.

**BETWEEN:**

**THOUGHTWIRE HOLDINGS CORP.**, a corporation incorporated under the laws of Canada, with its head office at 166 King Street East, Suite 200, Toronto, Ontario M5A 1J3

(the "Assignor")

**AND: BDC CAPITAL INC.**, a wholly owned subsidiary of **BUSINESS DEVELOPMENT BANK OF CANADA** having a branch office at 121 King Street West, Suite 1200, Toronto, Ontario, M5H 3T9

(the "Bank")

**WHEREAS:**

- A.** THOUGHTWIRE CORP., a corporation incorporated under the laws of Canada, with its head office at 166 King Street East, Suite 200, Toronto, Ontario M5A 1J3 (the "Borrower") has, is or is about to become indebted to the Bank pursuant to an Offer of Financing or Commitment Letter dated March 2, 2016 (the "Commitment Letter") between the Borrower, the Assignor and the Bank;
- B.** The Assignor has agreed to guarantee the payment and performance of all debts, obligations and liabilities of the Borrower to the Bank pursuant to the terms of a Guarantee of even date herewith (the "Guarantee") and to grant to the Bank security for the Guarantee, including *inter alia*, a security interest in all of its present and after acquired personal property pursuant to a General Security Agreement (the "GSA");
- C.** The Assignor is the exclusive owner of the right, title and interest of the trade-marks, trade-mark registrations and trade-mark applications, as more particularly described in Schedule "A" hereto (the "Trade-marks") and the Assignor has the exclusive, uninhibited right to sell, transfer, use and assign the Trade-marks;
- D.** As security for all debts, obligations and liabilities of the Assignor to the Bank pursuant to, without limitation, the Guarantee, the GSA, the Commitment Letter and/or this Agreement, the Assignor

has agreed to specifically assign to the Bank, at the option of the Bank and effective upon the occurrence of an event of default under the Commitment Letter or in the event the Assignor is deemed to be in default under any of its obligations to the Bank from time to time, all of the Assignor's right, title and interest in and to the Trade-marks;

**THEREFORE** in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

1. The preamble hereto forms an integral part hereof.
2. Upon an event of default occurring under the Commitment Letter or if the Assignor is in default under any of its obligations to the Bank and upon the exercise by the Bank of its option to cause this Assignment to become effective, the Assignor does hereby transfer and assign to the Bank all of its right, title and interest in and to the Trade-marks and applications or registrations thereof, and all proceeds derived from the Trade-marks, including without limitation, royalties, license fees, and all rights and claims of action that may exist by reason of the infringement of the Trade-marks, together with all goodwill symbolized by the Trade-marks.
3. This Assignment shall take effect upon the Bank notifying the Assignor of an event of default under the Commitment Letter or of a default under any of its obligations to the Bank and that the Bank intends to exercise its option to cause this Assignment to become effective.
4. The Assignor shall do all things and execute and deliver all documents (including all assignments, affidavits, and other instruments, in a form suitable for filing with all trade-mark offices where the Trade-marks are registered and recorded) as may be requested by the Bank from time to time and at any time, in order to give effect to this Assignment or to perfect or record the Bank's interest in the Trade-marks or to maintain the registration or recording of the Trade-marks.
5. The Assignor represents and warrants as follows:
  - (a) the Assignor has sole, full and clear title to the Trade-marks in Canada and in all other jurisdictions represented by the Assignor to the Bank;
  - (b) the Assignor has not assigned the right to use the Trade-marks or granted a licence to use the Trade-marks to any other entity (except as disclosed in Schedule "B" hereto and except for licences to use the Trade-marks granted to customers in the ordinary course of business) and is duly authorized and has the right to grant this Assignment to the Bank;
  - (c) the Trade-marks are valid and duly registered in all jurisdictions where they are utilized and all registrations and recordings of the Trade-marks are valid and subsisting and in full force and effect as of the date of this Assignment;
  - (d) the Trade-marks have not lapsed, been abandoned or dedicated to the public, nor to the best of the knowledge of the Assignor, have the Trade-marks been infringed by any other person;
  - (e) as of the date of this Assignment, neither the Assignor nor any of its subsidiaries has any trade-mark registered or recorded in or subject to pending applications for registration or recording in Canada, the United States or elsewhere, other than those described in Schedule "A" hereto; and
  - (f) the Assignor has no knowledge of any third party claims to the Trade-marks.
6. The Assignor hereby irrevocably appoints the Bank or its agent, as the case may be, with full power of substitution, upon the occurrence and during the continuance of an event of default under the Commitment Letter or any of its obligations to the Bank, to be the attorney of the Assignor for and in the name of the Assignor, to do, make, sign, endorse or execute under seal or otherwise all deeds, documents, transfers, cheques, instruments, demands, assignments,

assurances, consents, acts, matters or things with the right to use the name of the Assignor whenever or wherever it may be necessary or expedient. It is hereby intended that the said power of attorney shall continue in the event of the subsequent legal incapacity of the Assignor, if an individual.

7. Any notice hereunder shall be in writing and shall be effectively given by the Bank by personal delivery or by mailing such notice by prepaid post to the Assignor at the address set out above, or at such other address as may be given in writing by the Assignor to the Bank. Delivery by fax transmission is deemed to be personal service and is deemed to be received on the next business day following transmission. Delivery by prepaid mail is deemed to be received three business days after mailing.
8. This Assignment shall be binding upon the Assignor and its heirs, executors, administrators successors and permitted assigns and it shall enure to the benefit of the Bank and its successors and assigns.
9. This Assignment shall be governed by and construed in accordance with the laws of the province in which the business centre of the Bank is located as described on page 1.

***[Signature Page Follows]***

IN WITNESS WHEREOF the Assignor has hereunto set his hand and seal or has affixed its corporate seal duly attested by the hand(s) of its proper officer(s) in that behalf, on the day and year first above written.


THOUGHTWIRE HOLDINGS CORP.

By: \_\_\_\_\_  
Name: Michael Monteith  
Title: Chief Executive Officer

*Eugene Bomba*  
By: \_\_\_\_\_  
Name: Eugene A. Bomba  
Title: Chief Financial Officer and Secretary

I/We have authority to bind the corporation.

**SCHEDULE "A"**  
**DETAILED DESCRIPTION OF TRADE-MARKS**

<b>REGISTERED OWNER</b>	<b>REGISTRATION PARTICULARS</b>	<b>DESCRIPTION OR ILLUSTRATION OF TRADE-MARKS</b>	<b>OTHER RELEVANT DESCRIPTIVE INFORMATION</b>
ThoughtWire Holdings Corp.	Place: Canada Registration No.: TMA818651 Registration Date: February 28, 2012	<b>THOUGHTWIRE</b>	Computer software for use in the development, integration, maintenance, customization and design of IT systems.
ThoughtWire Holdings Corp.	Place: USA Registration No.: 4212304 Registration Date: September 25, 2012	<b>THOUGHTWIRE</b>	Computer software for use in the development and integration of information technology systems; computer software for use in the maintenance, customization, and design of information technology systems.
ThoughtWire Holdings Corp.	Place: Canada Registration No.: TMA802828 Registration Date: July 22, 2011		Computer software for use in the development, integration, maintenance, customization and design of IT systems.

**SCHEDULE "B"**  
**LICENSED USERS OF TRADE-MARKS**

Nil.

**LICENSE PARTICULARS (NAME OF LICENSEE, DATE AND TERM OF LICENSE): N/A**

**OTHER RELEVANT INFORMATION: N/A**