

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Syntax Systems Ltd.		06/30/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	600, de la Gauchetière Street West		
Internal Address:	Ground Floor		
City:	Montréal (Quebec)		
State/Country:	CANADA		
Postal Code:	H3B 4L2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86918111	SYNTAX ENTERPRISECARE	
Registration Number:	2716871	SYNTAX.NET	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	716-848-1391		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	c/o Daniel F. Dovi		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Daniel F. Dovi		
SIGNATURE:	/Daniel F. Dovi/		
DATE SIGNED:	07/01/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of June 30, 2016, is made by Syntax Systems Ltd., a corporation formed by amalgamation under the laws of Canada, with an address provided on the signature page hereto (the "**Grantor**"), in favor of National Bank of Canada, a bank governed by the *Bank Act* (Canada), with an address provided on the signature page hereto, as lender under the Credit Agreement defined below (the "**Lender**").

WHEREAS, the Lender has agreed to make a credit facility in the aggregate principal initial amount of approximately USD\$16,000,000 (the "**Credit Facility**") available to 9796860 Canada Inc. (the "**Borrower**"), a corporation incorporated under the laws of Canada (now the Grantor, following the amalgamation entered into between 9796860 Canada Inc. and Syntax Systems Ltd.).

WHEREAS, the Credit Facility has been made available under the Credit Agreement dated June 30, 2016 among the Borrower and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings given to them in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Credit Facility by the Lender under the Credit Agreement, the Grantor is entering into and performing under that certain US Security Agreement in favor of Lender dated as of June 30, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, a security interest in, among other property, all of its Registered Intellectual Property (as defined below), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender, a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) All US trademarks, trade names, certification marks, patents, circuit topographies, copyrights and industrial designs that are registered in any US government or US public office or in respect of which any application for registration is pending with regard to the Grantor (collectively, the "**Registered Intellectual Property**"), which Registered Intellectual Property is set forth in Schedule A attached hereto.

(ii) All goodwill of the business associated with the use of the Registered Intellectual Property;

(iii) 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;

(iv) 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

(v) any and 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Credit Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Credit Obligations (as defined in the Security Agreement).

SECTION 3. Recordation. The Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable governmental authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this IP Security Agreement by facsimile or electronic PDF transmission shall be as effective as a manually signed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

[Signature Pages Follow]

Address

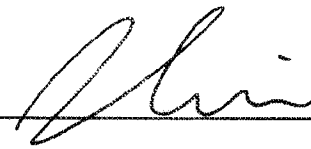
375 Rue d'Épave Boulevard
Suite 210
Lévesque (Québec) J4H 4K6

André-Philippe Audet-Morisset
Vice-Président Financier

Copy to:

Fax No.: (450) 661-7585
E-mail: _____

SYNTAX SYSTEMS LTD.

By: 
Name: _____
Title:

Address

600, de la Gauchetière Street West
Ground Floor
Montréal (Québec), H3B 4L2

Attention: Olivier Morel, Director
Fax: (514) 371-1144

NATIONAL BANK OF CANADA

Per:



Olivier Morel

Director

Corporate Financing Group

Per:



PIERRE GENDRON

Directeur

Groupe de Financement corporatif

Schedule A – Registered Intellectual Property

a) Trademarks

No.	Trademark	Country	Appl. No.	Regn. No.	Owner Name	Status/Security
1.	SYNTAX ENTERPRISECARE SYNTAX EnterpriseCare	United States	86918111	--	Syntax Systems Ltd. 8250 Decarie Boulevard Suite 400 Montreal, Quebec, H4P2P5 Canada	Application pending. No security recorded.
2.	SYNTAX.NET SYNTAX ^{net}	United States	75727707	2716871	Syntax Systems Ltd./ Systemes Syntaxe Ltee 8250 Decarie Boulevard Suite 400 Montreal, Quebec H4P 2P5 CA (CANADA)	Registered. No security recorded.