

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392572

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DOXIM SOLUTIONS ULC	FORMERLY NEOCOG TECHNOLOGIES, INC.	07/22/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PNC BANK CANADA BRANCH		
Street Address:	130 KING STREET WEST		
Internal Address:	SUITE 2140		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5X 1E4		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3704847	OPEN ADVANTAGE	
Serial Number:	86386329	DOXIM	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-16043		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	07/25/2016		
Total Attachments: 11			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or replaced from time to time, this “**Agreement**”) is dated with effect as of the 22nd day of July, 2016 and executed and delivered by **DOXIM SOLUTIONS ULC**, a successor corporation to **NEOCOG TECHNOLOGIES INC.**, (the “**Debtor**”) to and in favour of **PNC BANK CANADA BRANCH**, in its capacity as Agent for the benefit of itself and the Lenders (as defined in the Credit Agreement, as hereinafter defined) (in such capacity, the “**Agent**”).

RECITALS

- A. The Debtor is or is about to become indebted to the Agent pursuant to a certain revolving credit, term loan and security agreement among, inter alia, the Debtor, the Agent, the Lenders and the Guarantors (as defined in the Credit Agreement) dated with effect as of the date hereof (as amended, supplemented, replaced or restated from time to time, the “**Credit Agreement**”);
- B. To secure the payment and performance of all of the debts, liabilities and obligations of the Debtor to the Agent, the Debtor has entered into, inter alia, a Canadian pledge and security agreement in favour of the Agent dated with effect as of the date hereof (as amended, supplemented, replaced or restated from time to time, the “**Pledge and Security Agreement**”); and
- C. As a condition to extending credit to or for the account of the Debtor, the Agent has required the execution and delivery of this Agreement by the Debtor.

NOW THEREFORE in consideration of the extension of credit by the Agent to the Debtor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Debtor, the Debtor hereby covenants and agrees to and in favour of the Agent as follows:

1. Definitions

Except as otherwise expressly provided herein, capitalized terms used in this Agreement (including in the Recitals hereof) but not defined herein shall have the meanings assigned to such terms in the Credit Agreement. In addition, in this Agreement, unless the context expressly or by necessary implication otherwise required, the following terms shall have the meanings set forth below:

- (a) “**Patents**” means all of each Debtor’s right, title and interest in and to patents or applications for patents, industrial designs or applications for industrial designs, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.
- (b) “**Security Interest**” shall have the meaning ascribed thereto in Section 2 hereof.

- (c) “**Trademark**” and “**Trademarks**” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.
2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Agent a security interest (the “**Security Interest**”) with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of its Obligations. As set forth in the Credit Agreement and in the Pledge and Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under Applicable Law. The Debtor hereby authorizes and requests that the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any similar office or agency of any foreign country, and any other applicable governmental body record this Agreement.
3. **Attachment.** The Debtor and the Agent and the Lenders intend that the Security Interest created hereby attaches to the Patents and to the Trademarks upon the execution of this Agreement and that the Security Interest will attach to the Patents and to the Trademarks acquired after the date of execution of this Agreement at the time that the Debtor acquires rights in same. The Debtor and the Agent and the Lenders agree that value has been given. The Debtor represents and warrants that it has rights in the Patents and in the Trademarks.
4. **Representations, Warranties and Agreements.** The Debtor represents, warrants and agrees as follows:
- (a) **Patents. Exhibit A** accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Agent with a replacement **Exhibit A**, which upon acceptance by the Agent shall become part of this Agreement.
- (b) **Trademarks. Exhibit B** accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date

hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Agent with a replacement **Exhibit B**, which upon acceptance by the Agent shall become part of this Agreement.

- (c) **Affiliates.** If, after the date hereof, any Affiliate owns, controls, or has a right to have assigned to it any Patents or Trademarks, then such Affiliate shall promptly notify the Agent of such item(s) and cause such Affiliate to execute and deliver to the Agent a patent and trademark security agreement substantially in the form of this Agreement.
- (d) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on **Exhibits A and B**, free and clear of all Liens except Permitted Encumbrances. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Encumbrances, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Encumbrances.
- (e) **No Sale.** Except as permitted in the Credit Agreement or the Pledge and Security Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the prior written consent of the Agent.
- (f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Encumbrances.
- (g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Agent: (i) sufficient written notice, of at least 30 days, to allow the Agent to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

- (h) **The Agent's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 4, and if such failure continues for a period of 10 calendar days after the Agent gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Agent that it intends to abandon a Patent or Trademark, the Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Agent's option, in the Agent's own name) and may (but need not) take any and all other actions which the Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
 - (i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under Applicable Law, the Debtor shall pay the Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Agent in connection with or as a result of the Agent's taking action under subsection (i) or exercising its rights under Section 7, together with interest thereon from the date expended or incurred by the Agent at the Default Rate.
 - (j) **Power of Attorney.** To facilitate the Agent's taking action under subsection (i) and exercising its rights under Section 7, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Agent, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 4, or, necessary for the Agent, after an Event of Default which is continuing, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the indefeasible payment in full in cash and performance of all Obligations.
5. **The Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs, which is continuing.

6. **Events of Default.** Any Event of Default (as defined in the Credit Agreement) which is continuing shall constitute an event of default under this Agreement (herein called “**Event of Default**”).
7. **Remedies.** Upon the occurrence of an Event of Default which is continuing, and at any time thereafter, the Agent may, at its option, take any or all of the following actions:
 - (a) exercise any or all remedies available under the Credit Agreement, Pledge and Security Agreement and any Other Documents, and all rights and remedies of a secured party provided at Applicable Law;
 - (b) sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and/or
 - (c) enforce the Patents and Trademarks and any licenses thereunder, and if the Agent shall commence any suit for such enforcement, the Debtor shall, at the request of the Agent do any and all lawful acts and execute any and all proper documents required in aid of such enforcement.
8. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in writing signed by the Agent and the Debtor. A waiver signed by the Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Agent’s rights or remedies. All rights and remedies of the Agent shall be cumulative and may be exercised singularly or concurrently, at the Agent’s option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Agent shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Agent and its Participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Agent, and the Debtor waives notice of the Agent’s acceptance hereof. The Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of the Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. Subject to the immediately preceding sentence, this Agreement may be executed in any number of counterparts and delivered by facsimile or other electronic transmission, each of which when executed and delivered shall be deemed to be an original and all of which when taken together, shall constitute one and the same document. A carbon, photographic or other reproduction of this Agreement signed by the Debtor or of any financing statement authorized by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable

provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

9. **Governing Law.** This Agreement is to be exclusively construed in accordance with and governed by the internal laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law rule or principle that would cause the application of the laws of any jurisdiction other than the internal laws of the Province of Ontario and the federal laws of Canada applicable therein to the rights and duties of the Debtor and the Agent.
10. **Paramountcy.** In the event of any conflict or inconsistency with the provisions hereof and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail and govern but only to the extent of such conflict or inconsistency.

[Signature Pages Follows]

IN WITNESS WHEREOF, the Debtor has executed and delivered this Patent and Trademark Security Agreement to and in favour of the Agent under seal with effect as of the date first written above.

DOXIM SOLUTIONS ULC

By:



Name: Chris Rasmussen President and CEO
Authorized Signing Officer

**EXHIBIT A
PATENTS**

CANADIAN PATENTS

Application No. / Registration No.	Title	Filing Date	Issue Date
DOXIM SOLUTIONS ULC			
2390440	SYSTEM AND METHOD FOR MULTIPLE LEVEL ARCHITECTURE BY USE OF ABSTRACT APPLICATION NOTATION	June 11, 2002	August 23, 2011

UNITED STATES PATENTS

DOXIM SOLUTIONS ULC		
PATENT NAME	REG. DATE (App. Date)	PATENT NO. (App. No.)
System and method for multiple level architecture by use of abstract application notation	May 9, 2006	7043716

**EXHIBIT B
TRADEMARKS**

CANADIAN TRADEMARKS

Canadian Trademark Applications

Appn. No.	Mark	Filing Date	Wares/Services
<u>DOXIM SOLUTIONS ULC</u>			
1692025	DOXIM	September 2, 2014	<p>Goods: (1) Computer software and databases for document and content creation for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for electronic documents, electronic reports, electronic inserts and electronic newsletters creation for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for document management of business documents for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for electronic signatures (e-signatures), namely the generation of e-signatures and the application of e-signatures to documents; Computer software and databases for customer statement processing job scheduling, tracking and reporting, namely locally and remotely scheduling customer statement processing jobs, tracking the progression of customer statement processing job activities, and reporting the aforementioned; Computer software and databases for creation, management, confirmation and reporting of accounting, financial and business statements; Computer software and databases for creation, management, confirmation and reporting of enhanced, aesthetically pleasing, easy to read, and personalized accounting, financial and business statements; Computer software and databases for business process management for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for financial analysis and strategy consulting; Computer software and databases for project management for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for business process training for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for print output creation, routing and bundling for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for tax form processing, receipt of initial tax related files, preparing tax documents for mailing, and uploading tax documents to an online document repository; Computer software and databases for creation of integrated documents for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for automated account openings for customer, client and member accounts (on-boarding) for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for use in integrating marketing of products and services into customer statements for financial service providers, accountants, wealth management advisors and brokerages; Computer software for cloud computing enabling end users to access online products and services hosted by financial service providers, accountants,</p>

Appn. No.	Mark	Filing Date	Wares/Services
			<p>wealth management advisors and brokerages, namely, electronic documents, electronic reports, electronic inserts, electronic newsletters, automated account openings, and customer statement processing; Computer software and databases for document imaging; Computer software for messaging; Computer software for customer lifecycle communications, namely communications for account opening, asset transfer, needs assessment and data capture for financial service providers, accountants, wealth management advisors and brokerages; Computer software and databases for account transfers and account updates; Computer software and databases for cheque image capture and processing; Computer software and databases for a secure, web-based repository for uploading and sharing board documents, materials and correspondence with board members of an organization; Computer software and databases for project review, assessment, adjustment, enhancement to optimize business processes;</p> <p>(2) (2) Computer software and databases for database management and information management for financial service providers, accountants, wealth management advisors, and brokerages in the field of customer relationship management; Computer software and databases for correspondence, namely creation and printing of correspondence, and creation of electronic correspondence; Computer software and databases for notification, namely notification to an end user of the event of exceeding a financial limit, namely exceeding a margin for a margin account and exceeding a credit limit; Computer software and databases for notification, namely notification to an end user of the results of processing of a loan application; Computer software and databases for interactive communication, namely interactive communication between the provider of the computer software and databases and financial service providers, accountants, wealth management advisors, brokerages and end users of the computer software and databases for customer relationship management;</p> <p>Services: (1) Financial, accounting and wealth management analysis and strategy consulting services; Project management services for financial service providers, accountants, wealth management advisors and brokerages; Training services for financial service providers, accountants, wealth management advisors and brokerages; Printing services for financial service providers, accountants, wealth management advisors and brokerages; Tax form and processing services for financial service providers, accountants, wealth management advisors and brokerages; Designing customer statements for use in customer marketing campaigns; Messaging services, namely client messaging services and centralized messaging services to provide electronic notifications to end users, namely notifications of financial statements, financial document processing results, and events of exceeding financial limits; Customer lifecycle communication services, namely account opening, asset transfer, needs assessment and data capture services; Professional services for financial service providers, accountants, wealth management advisors and brokerages; Project review, assessment, adjustment, enhancement services for optimizing business processes;</p>

Canadian Registered Trademarks

Reg. No.	Mark	Registration Date	Appn. No.	Wares/Services
<u>DOXIM SOLUTIONS ULC</u>				
TMA798596	Open Advantage	May 26, 2011	1428448	Goods: (1) Computer Software for opening financial accounts, but specifically excluding any magnetic identification cards, smart cards containing chips, integrated circuits smart cards incorporating microprocessors with financial applications or with identity registration and support; point of sale terminals for credit and debit cards, software and operating systems for Automated Transfer Machines (ATMs) and point of sale terminals for credit and debit cards.

**Canadian Registered Trademarks owned by
Neocog Technologies Inc. (a predecessor of Doxim Solutions ULC)**

Reg. No.	Mark	Registration Date	Appn. No.	Wares/Services
<u>NEOCOGL TECHNOLOGIES INC.</u>				
TMA631421	IntelliLender	January 28, 2005	1205622	Goods: (1) This is a loans origination software system that provides a financial institution with an efficient process whereby to set up loan parameters (including interest rate) that accurately reflect the level of credit risk with the particular applicant.
TMA646464	Cognito	August 24, 2005	1205628	Goods: (1) Database software for the analysis of financial data for use by financial institutions.

UNITED STATES TRADEMARKS

<u>DOXIM SOLUTIONS ULC</u>		
MARK NAME	REG. DATE (App. Date)	REG. NO. (App. No.)
Doxim	(September 5, 2014)	(86386329)
Open Advantage	November 3, 2009	3704847

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