

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Acquisio Inc.		04/12/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	WF Fund V Limited Partnership		
Street Address:	40 King Street West, Suite 5001		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3691424	ACQUISIO	
Registration Number:	4258137	DATA IS THE NEW CREATIVE	
CORRESPONDENCE DATA			
Fax Number:	2026373593		
<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:	202-383-0100		
Email:	eteas@sutherland.com		
Correspondent Name:	J. Johnson SUTHERLAND ASBILL & BRENNAN		
Address Line 1:	700 Sixth Street, NW, Suite 700		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	64329-0052		
NAME OF SUBMITTER:	James H. Johnson, Jr.		
SIGNATURE:	/James H. Johnson, Jr./		
DATE SIGNED:	08/11/2016		
Total Attachments: 15			
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DEED OF MOVABLE HYPOTHEC

THIS DEED is made in the City of Montreal, Province of Québec, as of April 12, 2016, by Acquisio Inc. (the "Debtor"), a corporation governed by the laws of Canada in favour of WF Fund V Limited Partnership (the "Creditor").

RECITALS

A. The Debtor will enter into a credit agreement with the Creditor on or about the date hereof (as same may be amended, supplemented, restated, replaced or otherwise modified from time to time, hereinafter called the "Credit Agreement") pursuant to which the Creditor has advanced or will advance up to \$6,000,000 to the Debtor;

B. It is a condition precedent of the Credit Agreement that the Debtor make and enter into this Deed for the benefit of the Creditor;

C. All capitalized terms used in this Agreement have the meanings given to such terms in the Credit Agreement;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Debtor, the Debtor grants and agrees as follows:

I - GRANT OF HYPOTHEC

1.1 Grant of Hypothec

As continuing collateral security for the due and punctual payment and performance of all of its present and future obligations towards the Creditor, direct or indirect, conditional or unconditional, matured or not, whether the Debtor is bound alone or with others, including all present and future indebtedness, liabilities and obligations of the Debtor towards the Creditor under the Credit Documents and this Deed, as such documents may be amended, supplemented, restated, replaced or otherwise modified from time to time, including any amendment resulting in an increase of the facilities under the Credit Documents (collectively, the "Secured Obligations"), the Debtor hypothecates (the "Hypothec"), the Charged Property (as defined hereinbelow) in favour of the Creditor, for the sum of Six Million Dollars (C\$6,000,000) in lawful currency of Canada, the whole with interest from the date of this Deed at the rate of 18% per annum.

Any future obligation secured pursuant to this Hypothec shall be deemed to be one in respect of which the Debtor has obligated itself again under this Hypothec in accordance with the provisions of Article 2797 of the Civil Code of Québec.

2 - PROPERTY CHARGED BY THE HYPOTHEC

2.1 Charged Property

The Hypothec charges the universality of all the Debtor's movable property, present and future, corporeal and incorporeal, tangible and intangible, of every nature and kind and wherever situated (the "Charged Property"). The Charged Property includes, without limitation:

(a) *Inventory*. All inventory of every nature and kind of the Debtor whether in its possession, in transit or held on its behalf, including all raw materials, work in process, finished goods, packaging materials and other materials used or consumed in carrying on the Debtor's business, and all bills of lading and other documents of title respecting such inventory (the "Inventory");

(b) *Accounts Receivable, Contract Rights and Rights of Action*. All accounts receivable and other claims and payment intangibles of every nature and kind of the Debtor, money and all its rights under contracts with third parties and rights of action against third parties, together with all hypothecs, suretyships, security and other accessories (the "Claims" and individually a "Claim");

(c) *Equipment*. All equipment and goods of the Debtor that does not constitute Inventory, including all machinery, tools, furniture and vehicles of the Debtor (the "Equipment");

(d) *Securities*. All shares, bonds, notes, warrants and other obligations and instruments that are generally considered or acknowledged as securities whether held by or for the benefit of the Debtor and whether in bearer, order or registered form (the "Securities");

(e) *Intellectual Property*. All the intellectual property of every nature of the Debtor, including all registered and unregistered copyrights, trade marks and trade names, all patents and industrial designs, all applications and rights of the Debtor relating to the Intellectual Property and all know-how, trade secrets and inventions of the Debtor (the "Intellectual Property"); and

(f) *Other Property*. All the other movable property of the Debtor including its rights, privileges and benefits under all permits, licences, grants, quotas and subsidies necessary or useful for the conduct of its business, and all the goodwill associated with its business.

2.2 Extent of Hypothec

The Charged Property includes, without limiting the charges arising by the mere operation of law:

(a) the product of any sale, lease, rental or other disposition of any Charged Property, as well as any Claim resulting from such operations;

(b) the proceeds, fruits and revenues of the Charged Property, including all insurance or expropriation indemnities payable with respect to such property;

(c) all titles, documents, registers, invoices and accounts evidencing the Charged Property or relating thereto, on whatever medium and no matter how they may be accessible, whether in writing, graphically, in sound, visually, computerized or otherwise;

(d) in the case of Claims, those resulting from insurance contracts on the Debtor's other property;

(e) in the case of Securities, all the substitutions and additions and all other property received or issued on account of any Securities; and

(f) the property (including money and non-cash proceeds) that replaces that which is already charged by the Hypothec, to the extent the former is not otherwise hypothecated pursuant to this Deed or by operation of law.

2.3 Exception to Charging Provision

The Debtor represents and warrants to the Creditor that no person has or will have the right to terminate or restrict the exercise of any rights or interests in the Charged Property by reason of the Hypothec other than IREP Co., Ltd. and Acquisio Japan Co., Ltd. in connection with the contracts listed in Schedule 2.3 hereto, in respect of which the Debtor undertakes to obtain the requisite consent within 90 days of the date hereof. Should any person become entitled to exercise such a right, the Hypothec will cease to charge the affected property or assets, effective as at the date of this Deed, until the conditions necessary to charge the property or assets in question have been satisfied. The Debtor shall use its commercially reasonable efforts to satisfy such conditions to charge the property or assets in question.

3 – PROVISIONS RELATING TO CLAIMS AND SECURITIES

3.1 Collection by the Debtor

Except as otherwise provided in this Deed, the Debtor is authorized to collect all Claims until such authorization is revoked by the Creditor by notice to the Debtor and the debtor(s) of the Claims after the occurrence and during the continuance of a Default which has not been waived by the Creditor in writing. If the Debtor is no longer authorized to collect a Claim in accordance with the terms hereof, any amount paid to the Debtor on account of such Claim will be received and held by the Debtor as mandatary of the Creditor and will be promptly remitted to the Creditor.

3.2 Collection by the Creditor

Upon the withdrawal of the authorization to collect the Claims by the Creditor in accordance with the terms hereof, the Creditor will collect such Claims and may exercise all other rights relating to such Claims. The Creditor is then entitled to a reasonable commission in respect of all Claims that it collects and may deduct the commission from the Claims.

3.3 Dealing with Account Debtors

Upon the withdrawal of the authorization to collect the Claims by the Creditor in accordance with the terms hereof, the Creditor may release or compromise and may otherwise deal in its discretion with Claims that it is authorized to collect, without liability to the Debtor. At such time, the Debtor authorizes the Creditor to communicate with the debtors of the Claims and other third persons in order to obtain or transmit any personal information and any information relative to the Claims or the Debtor for the purpose of verifying and recovering the Claims.

3.4 Delivery of Securities

As of the date hereof, the Debtor has delivered to and deposited with the Creditor any and all certificates evidencing securities held by the Debtor, together with, in each case, a stock power duly endorsed in blank for transfer and such consents as may be required from third parties to permit the transfer of such shares to the Creditor or such third party as the Creditor may determine and the Debtor hereby grants control over such securities to the Creditor for the term of this Agreement.

3.5 Care and Custody of Securities

The Creditor or its nominee may deposit the Securities held by them with any other depository or clearing company. The Creditor is not obliged to protest any Security or to protect the Debtor against loss relating to any Security and may exercise or refrain from exercising any right attaching to a Security, without incurring any liability to the Debtor.

4 - REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor hereby represents and warrants to the Creditor that:

(a) the execution and delivery of this Deed and the performance by the Debtor of its obligations thereunder do not, and will not conflict with, result in a breach of or require any consent (other than those that have been obtained) under, the organizational documents or by-laws of the Debtor, or any applicable law or regulation, or any order, injunction or judgment of any court or governmental authority or agency, or any material agreement to which the Debtor is a party or by which it or any of its property is bound;

(b) except for filings or registrations required to render opposable to third parties the hypothec created under this Deed, no authorization, approval or consent of, nor any filings or registration with, any governmental or regulatory authority or agency, is necessary for the execution, delivery or performance by the Debtor of this Deed or to ensure the legality, validity or enforceability thereof; and

(c) it has previously delivered to the Creditor a duly executed perfection certificate dated as of the date hereof, a copy of which is enclosed as Schedule 4.1(f) (the "Perfection Certificate").

The Debtor represents and warrants to the Creditor that all information set out in the Perfection Certificate is accurate and complete, and that there has been no change in any such information since that certificate's execution.

4.2 Covenants

The Debtor covenants with the Creditor that the Debtor will:

- (a) preserve the value of the Charged Property, taken as a whole;
- (b) notify Creditor in writing to the extent the obligors in respect of any Claims or Securities included in the Charged Property as of the date hereof is (i) a governmental entity (except for SR&D Claims), or (ii) in the case of any account in excess of \$500,000, is located outside of Canada;
- (c) not, without prior written consent of the Creditor, hereafter sell, assign, transfer, convey, exchange, hypothecate, charge or otherwise dispose of or encumber all or any part of the Charged Property in any instance nor to create or allow to be created any Lien upon all or any part of the Charged Property, other than Permitted Liens. However, the Debtor is authorized to sell, lease, convey, license or otherwise dispose of, in the ordinary course of its business, any Inventory, equipment that is obsolete or requires replacement may be replaced and accounts may be collected in the ordinary course;
- (d) ensure that the hypothec granted hereby is at all times fully enforceable and opposable to third parties in respect of any Charged Property; and
- (e) pay to the Creditor forthwith upon demand all reasonable costs, fees and expenses (including, without limitation, all legal, receiver, consulting and accounting fees and expenses) incurred by the Creditor in connection with the preparation, perfection, administration and discharge of this Deed and the preservation and exercise of the rights, powers and remedies of the Creditor.

5 - INSURANCE

5.1 Insurance Covenant

The Debtor must obtain and maintain, at its own expense, insurance coverage as specifically required by the Credit Agreement.

5.2 Creditor Loss Payee

All insurance policies must name the Creditor as an additional insured and loss payee and must provide that the insurer will give the Creditor at least 15 days written notice of intended cancellation or non-renewal. At the Creditor's request, the Debtor must furnish the Creditor with evidence satisfactory to the Creditor of any loss or damage to the Charged Property.

6 - DEFAULT AND REMEDIES

6.1 Events of Default

The Debtor will be in default under this Deed upon the failure of the Debtor to comply with its covenants in contained in this Deed or upon the occurrence of an Event of Default under the Credit Agreement (any such failure or occurrence is referred to herein as a "Default").

6.2 General Recourses upon Default

Upon the occurrence and continuance of a Default which has not been waived in writing by the Creditor, the Creditor may realize the security constituted hereunder and exercise all rights and remedies of a hypothecary creditor under the *Civil Code of Québec*.

6.4 Administration of the Charged Property

Without prejudicing its personal or hypothecary rights, the Creditor may, upon receipt of the Charged Property, and at the Debtor's expense, do any or all of the following: (a) use and operate the Charged Property after the occurrence and continuance of a Default which has not been waived in writing by the Creditor, or change the use or operation of the Charged Property; (b) the Debtor or which may be obsolete, may perish or is likely to depreciate rapidly; (c) complete any work in process and, for that purpose, acquire other property; (d) perform any of the Secured Obligations; and (e) exercise any right attached to the Charged Property.

Notwithstanding the foregoing, the Creditor shall not be bound to continue to exploit the Debtor's enterprise, to make any productive use of the Charged Property, or to maintain the Charged Property in operating condition.

6.5 Relations with Debtor and Others

The Creditor may grant extension of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Debtor, with other parties and with the Charged Property as the Creditor may see fit without diminishing the liability of the Debtor and without prejudice to the Creditor's rights hereunder.

6.6 Special Provisions – Sale of Charged Property

If the Creditor elects to exercise its hypothecary rights of sale in accordance with applicable laws, in selling any of the Charged Property, the Creditor may conduct sales on the Debtor's premises or elsewhere and shall have the right to use the Debtor's premises without charge for such sales for such time as the Creditor may see fit. The Debtor shall, at the request of the Creditor, assemble the Charged Property and make it available to the Creditor at any place designated by the Creditor which, in the opinion of the Creditor, is reasonably convenient to the Creditor and the Debtor. Where the Creditor sells the Charged Property itself, it shall not be required to obtain any prior valuation by a third party. The Creditor may elect to sell the Charged

Property with legal warranty given by the Debtor or with a complete or partial exclusion of such warranty.

6.7 Special Provisions – Taking in Payment

If the Creditor elects to exercise its right to take in payment and the Debtor requires that the Creditor instead sell the Charged Property on which such right is exercised, the Debtor agrees that the Creditor shall not be bound to abandon its action in taking in payment unless, prior to the expiry of the time period allocated for surrender, the Creditor: (a) has been granted security satisfactory to it to ensure that the proceeds of sale of the Charged Property will be sufficient to enable the Creditor to be paid in full; (b) has been reimbursed for all costs and expenses incurred in connection with this Deed, including all fees of consultants and legal counsel; and (c) has been advanced the necessary sums for the sale of the Charged Property.

The Debtor further acknowledges that the Creditor alone is entitled to select the type of sale it may wish to conduct or have conducted.

6.8 Application of Proceeds, Set-off

The Creditor may apply any sums or property received by it in the exercise of its rights or any sums held by it for the Debtor's account against all or any part of the Secured Obligations as the Creditor sees fit.

7 - GENERAL PROVISIONS

7.1 Notice

Any notice or other communication required or permitted to be given under this Deed must be given in accordance with the provisions of the Credit Agreement.

7.2 Hypothec Constitutes Additional and Continuing Security

The Hypothec is in addition to and not in substitution or replacement of any other hypothec or security held by the Creditor. The Hypothec will be a continuing security which will remain in full force and effect notwithstanding the repayment, from time to time, of the whole or of any part of the Secured Obligations, until the Hypothec has been discharged and released by a written instrument executed by the Creditor and will remain in full force until the execution and delivery of a release by the Creditor.

7.3 Liability of Creditor

The Creditor will not be responsible for any loss occasioned by its taking possession of the Charged Property or enforcing the terms of this Deed, or for any neglect, failure or delay in exercising or enforcing any of its rights and recourses, or for any act, default or misconduct of any agent, broker, officer, employee or other party acting for or on behalf of the Creditor, except

in the case of willful misconduct or gross negligence. The Creditor will be accountable only for such monies as it actually receives.

7.4 Power of Attorney

The Debtor irrevocably appoints the Creditor as the Debtor's attorney and mandatory, with full power of substitution, to execute and deliver, upon the occurrence and continuance of a Default which has not been waived in writing by the Creditor, all agreements, instruments and other documents, and to do all such things, for and on behalf of the Debtor, as may be necessary or useful to give effect to this Deed or the exercise of any of the Creditor's rights or powers.

7.5 Benefit of Deed

This Deed inures to the benefit of the Creditor and its successors and assigns, including any entity resulting from the amalgamation of the Creditor with any other person or persons.

7.6 Paramountcy

Should any provision of this Deed be irreconcilable with the provisions of the Credit Agreement, the latter shall prevail.

7.7 Governing Law

Subject to the mandatory provisions of law of any other jurisdiction where the Creditor elects or is bound to enforce this Deed, this Deed is governed by and must be construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

7.8 Language

The parties acknowledge that they have required that this Deed, as well as all documents, notices and legal proceedings executed, given or instituted pursuant or relating directly or indirectly hereto, be drawn up in English. *Les parties reconnaissent avoir exigé la rédaction en anglais de cet acte, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, des suites du ou relativement au présent acte.*

IN WITNESS WHEREOF the Debtor has executed this Deed in favour of the Creditor at the place and as of the date first hereinabove mentioned.

DEBTOR:

ACQUISIO INC.

Per: 
Authorized Signatory

CREDITOR:

WF FUND V LIMITED PARTNERSHIP, by its
general partner, GP WF FUND V LIMITED
PARTNERSHIP, by its general partner 2177995
ONTARIO LIMITED

Per: _____
Authorized Signatory

(Signature page to Hypothec)

IN WITNESS WHEREOF the Debtor has executed this Deed in favour of the Creditor at the place and as of the date first hereinabove mentioned.

DEBTOR: ACQUISIO INC.

Per: _____
Authorized Signatory

CREDITOR: WF FUND V LIMITED PARTNERSHIP, by its
general partner, GP WF FUND V LIMITED
PARTNERSHIP, by its general partner 2177995
ONTARIO LIMITED

Per: _____
Authorized Signatory
Mark R. McQueen
PRESIDENT & CEO

(Signature page to Hypotheec)

SCHEDULE 2.3
Required Consents

Consent of IREP Co., Ltd.

1. Joint Venture Agreement between Acquisio Inc. ("Acquisio"), IREP Co., Ltd. ("IREP") and Acquisio Japan Co., Ltd. ("JapanCo") dated December 4, 2013
2. Amendment Agreement to Joint Venture Agreement between Acquisio, IREP and JapanCo dated April 11, 2014
3. Exclusivity Agreement between Acquisio and IREP dated March 10, 2014
4. Contingency Assignment Agreement between Acquisio and IREP dated April 11, 2014
5. Contingency License Agreement between Acquisio and IREP dated April 11, 2014

Consent of Acquisio Japan Co., Ltd.

1. Joint Venture Agreement between Acquisio, IREP and JapanCo. dated December 4, 2013
2. Amendment Agreement to Joint Venture Agreement between Acquisio, IREP and JapanCo dated April 11, 2014
3. License Agreement between Acquisio and JapanCo. dated March 10, 2014
4. Service Agreement between Acquisio and JapanCo. dated March 10, 2014
5. Exclusivity Agreement between Acquisio and IREP dated March 10, 2014

SCHEDULE 4.1(f)
PERFECTION CERTIFICATE

ACQUISIO INC.

CERTIFICATE OF OFFICER (PERFECTION CERTIFICATE)

The undersigned, _____, of the City of _____, in the Province of Québec, certifies each of the matters set out below, on behalf of Acquisio Inc. (the "Borrower"), without personal liability, after due inquiry (terms used in this Certificate and defined in the credit agreement (the "Credit Agreement") dated as of _____, 2016 between the Borrower and WF Fund V Limited Partnership (the "Lender") have the respective meanings given to them in such Credit Agreement).

1. *Identity of Officer.* I am the _____ of the Borrower and, as such, I have knowledge of the matters set out in this Certificate.

2. *Purpose of Certificate.* This certificate is furnished with the intent that it may be relied upon by the Lender as a basis for the consummation of the transactions contemplated by the Credit Agreement and the other Credit Documents, and with the further intent that it may be relied upon by legal counsel for the purpose of the opinions to be rendered in connection with the Credit Agreement and the other Credit Documents.

3. *Head Offices.* The head office, registered office and chief executive office of the Borrower is located at the addresses set out in the Schedule A and any other address where such offices have been located, or where the head offices, registered offices or chief executive offices of any corporation with which the Borrower was amalgamated, as applicable, are also set out therein.

4. *Names.* Since the date of its incorporation, the Borrower has not used any corporate name in English or French other than the names (including trade names) set out in Schedule B, and the Borrower does not result from the amalgamation with any corporation that has used any corporate name, in English or French, other than the corporate names (including trade names) set out in Schedule B.

5. *Location of Equipment and Movable Property.* The Borrower's places of business and premises where it has any equipment or other movable property are located at the addresses set out in Schedule A. If any such places of business or premises are leased, the landlord thereof, and such landlord's address, are also identified in Schedule A. The Borrower does not own any equipment or movable property other than those located at the addresses set out in Schedule A.

6. *Location of Books and Records.* All books and records maintained by the Borrower are kept at the addresses set out in Schedule A.

7. *Miscellaneous.* All information set out in the schedules to the Credit Documents are true and correct in all material respects as of the date hereof.

IN WITNESS WHEREOF, I have signed this _____ day of _____, 2016.

Per: _____

Name: _____

Title: _____

Schedule "A"

1. Address of Domicile

Current Address

[*]

2. Location of Assets

Address

[*]

Name and Address of Landlord

[*]

Schedule "B"

Current Corporate Name

[*]

Prior Corporate Name

[*]