

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

6860966 Canada Inc.

- Individual(s)
- Partnership
- Corporation- State: Canadian Corporation
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 1, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Investissement Québec

Street Address: 600 de La Gauchetière West, Suite 1500

City: Montreal

State: Quebec

Country: Canada Zip: H3B 4L8

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canada
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

3549188, 4333518

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kaufman Laramée L.L.P.

Internal Address: Kim Toffoli

Street Address: 800 René-Lévesque Blvd. West
Suite 2220

City: Montreal

State: Quebec Zip: H3B 1X9

Phone Number: 514-871-5313

Docket Number: 12529-55

Email Address: ktoffoli@klcanada.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number see PTO-2038

Authorized User Name _____

9. Signature:

Signature

Me Genesa Clarke, attorney

Name of Person Signing

2016-09-06

Date

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$65.00 3549188

COLLATERAL HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS

A P P E A R E D:

INVESTISSEMENT QUÉBEC, a corporation incorporated under an Act respecting *Investissement Québec* (chapter I-16.0.1), having its head office at 1200 de l'Église Road, Suite 500, Quebec, Province of Quebec, G1V 5A3 and a place of business at 600, de la Gauchetière West, Suite 1500, Montreal, Province of Quebec, H3B 4L8, herein acting and represented by Ali Haskouri, Attorney, hereunto duly authorized pursuant to Article 5, Section II, Chapter III of its By-Laws, and more specifically authorized to delegate the powers conferred to him pursuant to articles 73 and 79 of Chapter I of its By-Laws, himself represented by Kim Toffoli, attorney, authorized pursuant to a power of attorney under private seal dated August 31, 2016 copies of which are appended hereto as Schedule "A":

The notice of address of Investissement Québec is registered at the Personal and Movable Real Rights Registry Office under number 017621.

("IQ")

A N D:

6860966 CANADA INC., a legal person duly incorporated having its head office located at 2760 Daniel-Johnson Blvd, in Laval, Province of Quebec, H7P 5Z7, represented hereto by Giacomo Dell'Accio, its President, duly authorized hereto by resolutions of the Board of Directors, a certified copy of which is appended hereto as Schedule "B";

(the "Debtor")

WHO HAVE DECLARED AND AGREED AS FOLLOWS:

I. THE SECURED OBLIGATIONS

The hypothec and security interest in this agreement are granted to secure:

- (a) all obligations, present and future, direct or indirect, absolute or contingent, matured or not, whether incurred alone or with any other person, in whatever capacity, as borrower, investee, guarantor or otherwise, of Verstile Inc. (the "**Borrower**") towards IQ, including, without limitation, all obligations of the Borrower towards

IQ under or pursuant to the Letter of Offer of Financing and its schedules issued by IQ in favour of the Borrower on or about August 29, 2016 (to which the Debtor intervened on August 30, 2016) (the "**Letter of Offer**") and all renewals, extensions, replacements, supplements or further amendments thereto, or substitutions or restatements thereof (a copy of the Letter of Offer is attached hereto as Schedule "C" to have effect as if stated herein at length); and

- (b) all obligations, present and future, direct or indirect, absolute or contingent, matured or not, incurred by the Debtor, whether alone or with any other person, towards IQ,

(the "**Secured Obligations**").

Without limiting the generality of the foregoing, the Secured Obligations include, without limitation, all obligations incurred by the Debtor under or as a consequence of the following documents, as well as any renewals, replacements, additions or modifications, substitutions or reformulations made to them, where required:

- (a) The Letter of Offer;
- (b) Any other letter of offer, loan or credit agreement or any other document of similar nature, in relation to any other loan granted by IQ to the Debtor from time to time;
- (c) Any guarantee granted from time to time by the Debtor to IQ, including, without limitation, the guarantee executed by the Debtor in favour of IQ on this day (the "**Guarantee**") (a copy of the Guarantee is attached hereto as Schedule "D" to have effect as if stated herein at length); and
- (d) The present deed.

II. HYPOTHEC

1. To secure the performance and payment of the Secured Obligations, the Debtor hypothecates and creates a security interest in the following property (the "**mortgaged property**") for the sum of one million dollars (\$1,000,000.00), with interest at the rate of twenty-five percent (25%) per annum from the date hereof. The terms "mortgaged property" also include the property described in paragraph 2.

DESCRIPTION OF PROPERTY

All of the Debtor's movable property, corporeal and incorporeal, present and future, of whatever nature and wherever situated.

Without limiting the generality of the foregoing, the mortgaged property includes the universality of the intellectual property of the Debtor, present and future, including, without limitation, patents, trademarks, domain names, source codes, business names, trade names, licences, permits, copyrights, industrial designs, trade secret, know-how, goodwill and any other forms of intellectual property including those already known, including, without limitation, the intellectual property listed in Schedule "E" of this hypothec (the "**Intellectual Property**").

2. The following property, to the extent that it is not already included in the description in paragraph 1 above, is also charged by the hypothec and security interest constituted hereunder:
 - a) the proceeds of any sale, lease or other disposal of the property described in paragraph 1 hereinabove, any debt resulting from such sale, lease or other disposal, as well as any property acquired to replace the mortgaged property;
 - b) any insurance or expropriation proceeds payable in respect of the mortgaged property;
 - c) the principal and income of the mortgaged property as well as any rights, accessories and intellectual property attached to the mortgaged property;
 - d) where the property described in paragraph 1 hereinabove includes shares or securities, all other shares and securities issued in replacement of these shares or securities; and
 - e) all deeds, titles, documents, records, registers, invoices and books of account evidencing the mortgaged property or relating thereto.

III. ADDITIONAL HYPOTHEC

To secure the payment of interest not already secured by the hypothec created in Article II and to further secure the performance and payment of the Secured Obligations hereunder,

the Debtor hypothecates all of the property described or referred to in Article II for an additional amount equal to twenty percent (20%) of the principal amount of the hypothec created in Article II.

IV. DEBTOR'S DECLARATIONS

The Debtor declares and warrants the following:

1. The Debtor is in compliance with all applicable laws, ordinances, regulations and policies, the breach of which could have an adverse effect on the Debtor's business or its ability to perform the Secured Obligations, including environmental laws and regulations.
2. The Debtor owns the mortgaged property and the mortgaged property is free and clear of all real rights, hypothecs or security other than the following:
 - a) a movable hypothec in the amount of \$300,000.00 granted in favour of IQ and registered at the *Registre des droits personnels et réels mobiliers* (the "RDPRM") on June 16, 2009 under number 09-0359121-0001, which shall be radiated forthwith;
 - b) a movable hypothec in the amount of \$1,200,000.00 granted in favour of Banque de Montreal ("BMO") and registered at the RDPRM on October 19, 2010 under number 10-0731625-0001, for which a cession of rank shall be granted by BMO in favour of IQ in respect of the Intellectual Property;
 - c) a movable hypothec in the amount of \$480,000.00 granted in favour of Fonds AlterInvest II s.e.c. / AlterInvest II Fund L.P. and registered at the RDPRM on January 28, 2011 under number 11-0058175-0001, which shall be radiated forthwith;
 - d) a movable hypothec in the amount of \$1,200,000.00 granted in favour of IQ and registered at the RDPRM on November 28, 2011 under number 11-0917354-0001, which shall be radiated forthwith.
3. The mortgaged property is and will be situated in the Province of Quebec, except for the following property: **N/A**
4. The mortgaged property is not intended to be used in more than one province or state, except for the following property: **N/A**
5. The Debtor's head or registered office is located at the following

address: 2760 Daniel-Johnson Blvd., in Laval, Province of Quebec, H7P 5Z7, and the Debtor does not have any other places of business.

6. The Debtor represents and warrants that it does not own any patent, trademark, registered copyright or other Intellectual Property requiring registration other than the intellectual property set forth in Schedule "E". The Debtor undertakes by these presents to advise IQ within a period of five (5) days from the filing of any Intellectual Property at the Canadian Intellectual Property Office and/or the United States Patent and Trademark Office and/or any other intellectual property office, in order for IQ to perfect its security pursuant to the terms hereof.

V. COVENANTS

1. The Debtor shall inform IQ without delay of any change to its name or to the contents of the representations made in Article IV. The Debtor shall provide at IQ's request all original documents required to protect IQ's right.
2. The Debtor shall pay, when due, all duties, taxes and charges relating to the mortgaged property, -as well as any debt which could rank prior to the hypothec and security interest constituted hereby and shall provide to IQ, on demand, evidence that the payments described herein have been made.
3. The Debtor shall insure the mortgaged property and keep it constantly insured for its full insurable value against damage caused by theft, fire and all other risks against which a prudent administrator would insure the mortgaged property. IQ is hereby designated as the beneficiary of the indemnities payable under these policies. The Debtor shall cause such designation to be inscribed in the policies which must also contain the customary clauses protecting hypothecary creditors in the form approved by the Insurance Bureau of Canada. The Debtor shall provide IQ with a copy of each policy and, at least thirty (30) days prior to the expiration or cancellation of a policy, the Debtor shall provide to IQ evidence of the renewal or replacement thereof. Receipt by IQ of such proceeds, whether or not remitted to or endorsed by the Debtor shall not reduce IQ's rights and privileges unless said proceeds are applied expressly as a reduction of any outstanding balance and shall not in any case constitute novation.

4. The Debtor shall do all things and sign all documents necessary for the hypothec and security interest constituted hereunder to have full effect and be constantly perfected and enforceable against third parties.
5. The Debtor shall protect and adequately maintain the mortgaged property and exercise its activities in such a manner as to preserve its value. The Debtor shall fully comply with all laws and regulations applicable to the operation of its business and to the mortgaged property, including without limitation environmental laws and regulations.
6. The Debtor shall keep all books, records and accounts which a prudent administrator would keep with respect to the mortgaged property; the Debtor shall permit IQ to examine said books, records and accounts and to obtain copies of same.
7. The Debtor shall keep the mortgaged property free of all real rights, hypothecs or security interests, save those which IQ has consented to in writing. The Debtor shall not give, grant, assume or permit to exist, any lien, hypothec, mortgage, security interest or other encumbrance on any of its assets that are subject to the hypothec and security interest constituted hereunder other than encumbrances agreed to in writing by IQ and it shall not grant any licenses in or of its Intellectual Property other than as disclosed and consented to by IQ.
8. The Debtor shall not sell, assign, dispose of the mortgaged property or lease same, including without limitation, the licensing of any Intellectual Property, unless IQ consents thereto in writing. However, if not in default hereunder, the Debtor may sell its inventory or lease the mortgaged property at market conditions in the ordinary course of its business. Notwithstanding any such sale, assignment or disposal, the Debtor shall remain liable for the payment of the Secured Obligations and this agreement shall remain in full force and effect. Moreover, where a sale, assignment or disposal is made without IQ's prior consent, IQ shall be entitled to demand immediate repayment of the Secured Obligations, even if they are not yet due.
9. The Debtor shall neither change the use, destination or nature of the mortgaged property nor remove the mortgaged property from its present location unless IQ consents thereto in writing, under reserve of paragraph 8 herein.

10. If the Debtor is a corporation, the Debtor shall not amalgamate with another person, nor proceed with an arrangement with its creditors, nor commence dissolution or liquidation proceedings, without the prior written consent of IQ.
11. The Debtor shall provide IQ with all information reasonably required by it to verify if the Debtor is in compliance with the covenants and obligations contained herein. The Debtor shall inform IQ of any fact or event which could adversely affect the value of the mortgaged property or the financial condition of the Debtor.
12. The Debtor, with respect to the Intellectual Property, shall take all necessary steps and initiate all necessary proceedings, to maintain the registration or recording of the Intellectual Property, to defend the Intellectual Property from infringement and to prevent any licensed or permitted user from doing anything that may invalidate or otherwise impair the Intellectual Property.
13. The Debtor, with respect to copyrights forming part of the Intellectual Property, shall provide to IQ waivers of the moral rights thereto executed by all contributors or authors of the copyrighted work.
14. The Debtor shall pay all costs incurred by IQ with respect to this agreement and to any release relating thereto, including the fees of IQ's legal counsel and fees incurred in order to render IQ's rights opposable to third parties.
15. On demand, the Debtor shall pay the amount of any loss suffered by IQ due to the repayment before maturity of whole or part of the principal of the Secured Obligations, notwithstanding the cause of such repayment (including, where such repayment is made further to an event of default). The amount of this loss shall form part of the Secured Obligations.
16. The Debtor shall reimburse IQ for all costs and expenses incurred by it in order to exercise its rights or to fulfill the obligations of the Debtor, the whole with interest from the date the costs and expenses are incurred or paid by IQ at an annual rate equal to the highest applicable rate pursuant to all loan documents in effect then between the Debtor and IQ. The hypothec and security interest granted hereby under Article II hereof shall also secure the reimbursement of said costs and expenses as well as the payment of said interest. All such costs and expenses incurred or paid by IQ, with interest thereon, shall form part of the Secured Obligations.

17. The Debtor shall at all times pay IQ, at the latter's request, all judicial fees, charges or other legal expenses as well as extra judicial fees in accordance with the tariffs established under the Bar Act and its ensuing regulations, the expenses and fees of an agent or trustee, or any costs incurred in the course of ensuring fulfillment of all of the Debtor's obligations hereunder, protecting and realizing the assets given as security for the Secured Obligations, or appraising the assets during the life of any of the Secured Obligations or in the event of their liquidation.

In addition, the Debtor covenants to pay the costs of any appraiser and any environmental investigator engaged by IQ to effect any inspection, appraisal, investigation or environmental audit of the secured assets during the life of any of the Secured Obligations or in the event of their liquidation, and the cost of any environmental rehabilitation, removal, or repair necessary to protect, preserve or remediate the secured assets, including any fine or penalty IQ is obliged to incur by reason of any statute, order or direction by competent authority.

18. Where the mortgaged property includes inventory and accounts receivable, the Debtor shall provide IQ monthly with a statement (by category) of the value of its inventory (calculated at the lesser of cost or market value) and a list of its accounts receivable (indicating their amount and age).

VI. ENVIRONMENT

The Debtor represents and agrees that:

- a) it operates and will continue to operate in conformity with all environmental laws and will ensure its staff is trained as required for that purpose;
- b) its assets are and will remain free of environmental damage or contamination;
- c) there has been no complaint, prosecution, investigation or proceeding with respect to the Debtor's business or assets;
- d) it will advise IQ immediately upon becoming aware of any environmental problem;

- e) it will provide IQ with copies of all communications with environmental officials and all studies or assessments prepared for the Debtor and does consent to IQ contacting and making inquiries of officials or assessors.

VII. RIGHTS OF IQ

1. IQ may inspect or have the mortgaged property appraised from time to time at the Debtor's expense and for that purpose, the Debtor shall permit IQ to access the premises where the mortgaged property is located and to the Debtor's places of business for that purpose. The Debtor shall also allow IQ to examine all accounting records and documents relating to the mortgaged property and to obtain copies thereof.
2. IQ may inspect and copy the Debtor's books and records, either at the Debtor's premises or at the financial advisor's premises. IQ may contact and make inquiries with the Debtor's lessors as well as environmental officials, assessors, municipal authorities and any taxing body.

In addition to the reporting requirements set out herein, IQ may require the opinion of an independent qualified auditor.

3. IQ may, without being bound to do so, fulfill any or all of the obligations of the Debtor hereunder.
4. The Debtor may collect all debts forming part of the mortgaged property until IQ withdraws its authorization to the Debtor to do so. Upon such withdrawal, IQ may collect such debts and shall be entitled to a reasonable commission which it may deduct from any amounts collected.
5. Where the mortgaged property includes shares or securities, IQ may, without being bound to do so, cause itself to be registered as the holder of these shares or securities and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.
6. If IQ has possession of the mortgaged property, it shall have no obligation to maintain the use for which the mortgaged property is normally intended, to make it productive or to continue its use or operation. However, IQ may, without being bound to do so, sell the mortgaged property in its possession where the mortgaged property is likely to perish, depreciate or decrease in value.

7. The Debtor constitutes and appoints IQ as its irrevocable attorney, with full power of substitution, to do any act and to sign any document necessary or useful to the exercise of the rights conferred on IQ hereunder.
8. IQ shall register assignments of the Intellectual Property, and shall have the right to use, sell, assign, license or sub-license any of the Intellectual Property.
9. The rights conferred on IQ under this Article VII may be exercised by IQ irrespective of whether the Debtor is or is not in default hereunder.

VIII. DEFAULTS AND RECOURSES

1. The Debtor shall be in default in each and every one of the following events:
 - a) If the Debtor and/or the Borrower is in default with respect to the performance or payment of any of the Secured Obligations;
 - b) If any of the representations made in Article IV or warranty made herein is inaccurate or ceases to be accurate;
 - c) If the Debtor does not fulfill any one of its covenants hereunder;
 - d) If the Debtor and/or the Borrower is in default under the Letter of Offer, and/or any document evidencing the Secured Obligations, or is in default in respect of any loan with any other lender or creditor;
 - e) If the Debtor and/or the Borrower and/or any other guarantor of the Secured Obligations is in default under any other contract or agreement between it and IQ, and/or any other lender or creditor and/or is in default under any other hypothec or security granted in favour of IQ and/or any other lender or creditor which affects the mortgaged property;
 - f) If the Debtor and/or the Borrower ceases to carry on its business, becomes insolvent or bankrupt;

- g) If any or all of the mortgaged property is seized or is subject to a taking of possession by a creditor, a receiver or any other person performing similar functions;
 - h) An order of execution against the Debtor's assets or any part thereof remains unsatisfied for a period of ten (10) days;
 - i) The Lessor under any lease to the Debtor of any immovable/real or moveable/personal property, has taken any steps to or threatens to terminate such lease, or otherwise exercises any of its remedies under such lease as a result of any default thereunder by the Debtor;
 - j) The Debtor causes or allows hazardous materials to be brought upon any land or premises occupied by the Debtor or incorporated into any of its assets without IQ's prior consent, or if the Debtor causes, permits or fails to remedy any environmental contamination upon, in or under any of its lands or assets, or fails to comply with any abatement or remediation order given by a responsible authority;
 - k) Default under any operating permit, lease of land or movable property or personal property or in arrears of payment to any tax authority;
 - l) Default under the Guarantee, and/or if any other guarantor defaults under any other guarantee granted in favour of IQ to guarantee the obligations of the Borrower.
2. Upon the Debtor's default, IQ may terminate any obligation it may have had to grant credit or make advances to the Borrower and/or the Debtor and declare exigible all obligations of the Borrower and/or the Debtor which are not yet due. Upon such default, IQ may also exercise all recourses available to it under applicable law and realize on its hypothec and security interest, including enforcing the hypothecary rights provided in the *Civil Code of Quebec*.
3. In order to realize on its hypothec and security interest, IQ may use the premises where the mortgaged property and other property of the Debtor are situated at the expense of the Debtor. Where the mortgaged property includes debts, IQ may also compromise or transact with the debtors of these debts and may grant releases and discharges in respect of same. Where the mortgaged

property includes inventory, IQ may complete the manufacture of such inventory and do all things necessary or useful to its sale.

IX. GENERAL PROVISIONS

1. The hypothec and security interest created hereby are in addition to and not in substitution for any other hypothec or security held by IQ.
2. This hypothec and security interest constitute continuing security which shall continue in effect notwithstanding any payment from time to time, in whole or in part, of the Secured Obligations. Furthermore, any new obligation of the Borrower and/or the Debtor towards IQ secured hereby will be one for which the Debtor has obligated itself again in accordance with Article 2797 of the Civil Code of Quebec. The Debtor shall not, without IQ's written consent, subrogate a third party in the hypothec or IQ's rights hereunder.
3. In each case provided in paragraph 1 of Article VIII, the Debtor shall be in default by the mere lapse of time, without the necessity of any notice or demand.
4. Any sum collected by IQ in the exercise of its rights may be held by IQ as mortgaged property or may be applied to the payment of the obligations secured hereunder, whether or not yet due. IQ shall have discretion as to how any such collected sum shall be applied.
5. IQ shall not be bound to exercise its rights resulting from these presents and shall not be responsible for the non-exercise of such rights. The Debtor shall use its best efforts to ensure that the debts forming part of the mortgaged property be regularly paid and IQ shall have no obligation to inform the Debtor of any payment irregularity which it may know of.
6. The exercise by IQ of any of its rights shall not preclude IQ from exercising any other right; all the rights of IQ are cumulative and not alternative. The failure of or forbearance by IQ to exercise any of its rights arising from this agreement shall not constitute a renunciation to the later exercise of such right. IQ may exercise its rights arising from this agreement without being required to exercise any right against the Debtor or against any other person liable for the payment of the obligations secured hereunder or to realize on any other security held for the payment of such obligations. No action or omission on the part of IQ shall constitute or imply a renunciation of its rights to decide the Debtor is in default or to avail

itself of its rights pursuant to such default, unless IQ explicitly declares otherwise after the default has occurred.

7. IQ shall only be required to exercise reasonable care in the exercise of its rights or the performance of its obligations hereunder and, in any event, shall only be liable for its intentional fault or gross negligence.
8. IQ may delegate to another person the exercise of its rights or the performance of its obligations resulting from this agreement. In such a case, IQ may provide that person with any information it may have concerning the Debtor or the mortgaged property.
9. The rights of IQ hereunder shall also benefit any successor of IQ, including any entity resulting from the amalgamation of IQ with another entity.
10. Neither the signature of the present agreement, nor the registration of the rights created hereby shall constitute, nor be interpreted as an undertaking by IQ to provide the Borrower and/or the Debtor with any financial assistance of any type whatsoever.
11. Any notice to the Debtor may be given at the address indicated above or any other address communicated in writing by the Debtor to IQ.

X. INTERPRETATION

1. If the word "Debtor" designates more than one person, each such person shall be jointly and severally liable to IQ for the performance of all the obligations provided in this agreement.
2. The rights and recourses of IQ may be exercised against all the mortgaged property or separately against any portion thereof.
3. This agreement shall be governed and interpreted by the law in force in the Province of Quebec and the applicable federal laws. This agreement must also be interpreted as to ensure that the mortgaged property located in another jurisdiction be charged by a valid hypothec and/or security interest in accordance with the law in force in said jurisdiction.
4. The parties hereto have expressly agreed that this deed be executed in the English language. *Les parties aux présentes ont expressément convenu que le présent acte soit rédigé en anglais.*

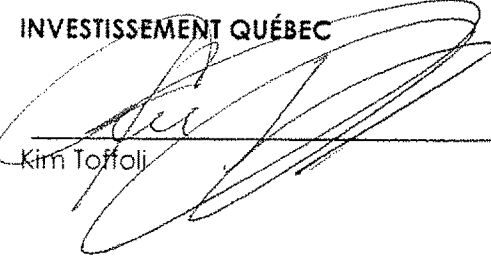
WHEREOF the parties have signed on this 1st day of September, 2016.

6860966 CANADA INC.



Per: Giacomo Dell'Accio

INVESTISSEMENT QUÉBEC



Per: Kim Toffoli

SCHEDULE "E"

TO

COLLATERAL HYPOTHEC ON MOVABLE PROPERTY
FOR PRESENT AND FUTURE OBLIGATIONS

BETWEEN

INVESTISSEMENT QUÉBEC

AND

6860966 CANADA INC.

INTELLECTUAL PROPERTY

(SEE FOLLOWING PAGES)

TRADEMARK

REEL: 005872 FRAME: 0867

SCHEDULE "E"
INTELLECTUAL PROPERTY

1. Canadian Intellectual Property Office ("CIPO")

Trademarks – Trademarks Application

- a. **"ESSENTIA & DESSIN"**, trademark registered at CIPO on May 30, 2008 under number TMA 715589 ;
- b. **"GRATEFUL BED"**, trademark application advertised at CIPO on August 20, 2014 under number 1647487;
- c. **"ESSENTIA"**, trademark registered at CIPO on October 22, 2012 under number TMA 834782.

Patents – Patents Application

N/A

2. United States Patent and Trademark Office ("USPTO")

Trademarks – Trademarks Application

- a. **"ESSENTIA (design plus words, letters and/or numbers)"**, trademark registered at the USPTO on December 23, 2008 under number 3549188;
- b. **"ESSENTIA"**, trademark registered at the USPTO on May 14, 2013 under number 4333518.

Patents / Patents Application

N/A

K A U F M A N
L A R A M É E
 ATTORNEYS

Montreal, September 6, 2016

BY FACSIMILE

UNITED STATES PATENT AND TRADEMARK OFFICE

Mail Stop Assignment Recordation Services
 Director of the USPTO
 P.O. Box 1450
 Alexandria VA, 22313-1450

Subject: Collateral Hypothec on Movable Property for Present and
 Future Obligations (Lien) granted by 6860966 Canada
 Inc. ("**Conveying Party**") in favour of Investissement
 Québec ("**Receiving Party**")
 Our File: 12400-17

Madam:
 Sir:

Please find enclosed herewith a copy of an agreement entitled "Collateral Hypothec on Movable Property for Present and Future Obligations" executed by the Conveying Party in favour of the Receiving Party on September 1, 2016 (the "**Security Agreement**"). Under the terms of the enclosed Security Agreement, the Conveying Party granted a hypothec (lien) in favour of the Receiving Party on all of its Trademarks and on all the Trademarks Applications duly registered with the United States Patent and Trademark Office under the names and registration numbers described hereinafter (the "**Trademarks**"):

Name	Trademark Registration Number/ Application Number
ESSENTIA (design plus words, letters and/or numbers)	3549188
ESSENTIA	4333518

KAUFMAN LARAMÉE LLP
 800 RENÉ-LÉVESQUE BLVD. WEST, SUITE 2220
 MONTREAL, QUEBEC H3B 1X9
 TEL 1 514 875-7550 FAX 1 514 875-7147
 KLCANADA.COM

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TRADEMARK
REEL: 005872 FRAME: 0869

K A U F M A N
L A R A M É E

2

CREDITOR

Mr. Ali El Haskouri
INVESTISSEMENT QUÉBEC
600 de La Gauchetière West
Suite 1500
Montreal, Quebec, H3B 4L8

DEBTOR / REGISTERED OWNER OF PATENTS

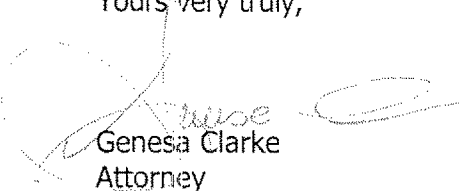
6860966 CANADA INC.
2760 Daniel-Johnson Blvd.
Laval, Quebec, H7P 5Z7

In accordance with the Federal Rules of Practice 37 C.F.R. 1.21 (h) and 3.41, we enclose herewith a PTO-1594 Form for recordation and would hereby request that the Security Agreement be recorded against the aforementioned Trademarks and/or Trademarks Applications and confirmation of same be returned to the undersigned.

Please find enclosed herewith a PTO2038 Form for payment of the fees required for the registration of the aforementioned Security Agreement.

We trust you will find the whole in order and would ask you to communicate with the undersigned should you have any questions or require further documentation with respect to the above and the enclosed.

Yours very truly,



Genesa Clarke
Attorney

gclarke@klcanada.com
1-514-871-5312
Encl.
cc. Ali El Haskouri