

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM399172

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TOPHATMONOCLE CORP.		07/27/2016	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	SUITE 2210, SOUTH TOWER		
<b>Internal Address:</b>	ROYAL BANK PLAZA, P.O. BOX 61		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M4A 3E2		
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86810878	TOP HAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-550-6433		
<b>Email:</b>	jmfitzpatrick@cooley.com		
<b>Correspondent Name:</b>	JENNIFER FITZPATRICK		
<b>Address Line 1:</b>	C/O COOLEY LLP		
<b>Address Line 2:</b>	4401 EASTGATE MALL		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1819 TOP HAT		
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK		
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/		
<b>DATE SIGNED:</b>	09/20/2016		
<b>Total Attachments: 7</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(TOPHATMONOCLE CORP.)

This Intellectual Property Security Agreement is entered into as of ~~June~~ <sup>July 27</sup>, 2016, between COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and TOPHATMONOCLE CORP., a company existing under the *Business Corporations Act* (Ontario) ("Grantor").

RECITALS

16  
A. Bank has agreed to make certain advances of money and to extend certain financial accommodations ("Financial Accommodations") to Grantor pursuant to an Amended and Restated Loan Agreement made as of ~~June 27~~ <sup>July 27</sup>, 2016, among Bank, Grantor and TOPHATMONOCLE (US) CORP., a Delaware corporation ("TopHatMonocle U.S."), as amended, restated, replaced and supplemented from time to time.

B. Bank is willing to make the Financial Accommodations to Grantor and TopHatMonocle U.S., but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations. Grantor executed and delivered to Bank that certain Amended and Restated General Security Agreement dated as of even date herewith (the "Security Agreement"). Capitalized terms used herein are used as defined in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

In the event of any conflict between the provisions hereunder and the provisions of the Loan Agreement then, notwithstanding anything contained in this Intellectual Property Security Agreement, the provisions contained in the Loan Agreement shall prevail and the provisions of this Intellectual Property Security Agreement will be

deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Debtor is expressly permitted under the Loan Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Loan Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Loan Agreement does not expressly relieve the Debtor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Loan Agreement.

This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile or by e-mail in pdf format shall, in each case, be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2 Carlton Street, Suite 1317  
Toronto, Ontario  
M5B 1L3  
Fax: Ralf Riekers  
Attn: Chief Financial Officer

GRANTOR:

TOPHATMONOCLE CORP., a company existing  
under the *Business Corporations Act* (Ontario)

By: 

Name: Mike Silagadze

Title: CEO

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

BANK:

COMERICA BANK, a Texas banking association and  
authorized foreign bank under the *Bank Act* (Canada)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn: Robert C. Rosen  
Fax: 416-367-2460

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2 Carlton Street, Suite 1317  
Toronto, Ontario  
M5B 1L3  
Fax: Ralf Riekers  
Attn: Chief Financial Officer

GRANTOR:

**TOPHATMONOCLE CORP.**, a company existing  
under the *Business Corporations Act* (Ontario)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

Comerica Bank  
M/C 7578  
39200 Six Mile Rd.  
Livonia, MI 48152  
Attn: National Documentation Services

BANK:

**COMERICA BANK**, a Texas banking association and  
authorized foreign bank under the *Bank Act* (Canada)

By:           Omer Ahmed          

Name:           OMER AHMED          

Title:           VP          

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn: Robert C. Rosen  
Fax: 416-367-2460

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None

**EXHIBIT B**

**Patents**

**None**



**EXHIBIT C**

**Trademarks**

Owner	Trade-mark	Serial/ Registration No.
Tophatmonocle Corp.	TOP HAT	86810878