

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unata Inc.		11/14/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	200 Bay Street, Suite 2210, South Tower		
Internal Address:	Royal Bank Plaza, P.O. Box 61		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86686547	ONE-TO-ONE OMNI-COMMERCE	
CORRESPONDENCE DATA			
Fax Number:	4168657048		
<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:	4168657152		
Email:	sharon.groom@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	181 Bay Street, Suite 4400		
Address Line 4:	Toronto, CANADA M5J 2T3		
NAME OF SUBMITTER:	Sharon Groom		
SIGNATURE:	/seg/		
DATE SIGNED:	11/24/2016		
Total Attachments: 6			
source=IP Security Agreement from Unata Inc to Comerica Bank (November 14 2016)#page1.tif			
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OP \$40.00 86686547

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of November 14, 2016, between UNATA INC., a corporation existing under the laws of Canada ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement of even date herewith between Bank and Grantor, as may be amended, restated, replaced and supplemented from time to time (the "Loan Agreement").

B. Bank is willing to make the Loans to Grantor, 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 of Grantor under the Loan Agreement. Capitalized terms used herein are used as defined in the Loan Agreement.

C. Pursuant to the terms of the Loan 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 and performance when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (a) the Loan Agreement and (b) the General Security Agreement of even date herewith executed by Grantor for the benefit of Bank, as may be amended, restated, supplemented or replaced from time to time. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 Loan 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 Agreement, the Loan 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 WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

Unata Inc.
504 Wellington Street West, 2nd Floor
Toronto, Ontario M5V 1E3
Attention: Marc Faucher, Chief Financial Officer
Fax: _____

Grantor:

UNATA INC.

By: 

Name: Marc Faucher

Title: CFO/COO

Address:

Comerica Bank
200 Bay Street
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attention: Robert C. Rosen
Fax: 416-367-2460

Bank:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

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504 Wellington Street West, 2nd Floor
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Attention: Marc Faucher, Chief Financial Officer
Fax: _____

Grantor:

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Title: _____

Address:

Comerica Bank
200 Bay Street
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attention: Robert C. Rosen
Fax: 416-367-2460

Bank:

COMERICA BANK

By: Omey Ahmed

Name: OMER AHMED

Title: VP

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Owner	Trade-mark	Serial/ Registration No.
Unata Inc.	ONE-TO-ONE OMNI-COMMERCE	86686547