

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409915

<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>
BSM Technologies Ltd.	FORMERLY BSM Wireless Inc.	12/21/2016	Limited Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Toronto-Dominion Bank		
<b>Street Address:</b>	100 Wellington Street West		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85490570	MOBI	
<b>Serial Number:</b>	85490569	MOBI	
<b>Serial Number:</b>	85446025	MOBI.APPOINTMENT	
<b>Serial Number:</b>	86133219	MOBI.CONNECT	
<b>Serial Number:</b>	85446027	MOBI.DISPATCH	
<b>Serial Number:</b>	85446029	MOBI.INSIGHT	
<b>Serial Number:</b>	85446024	MOBI.ROUTE	
<b>Serial Number:</b>	85446028	MOBILOCATE	
<b>Serial Number:</b>	85446019	MOBIPLAN	
<b>Serial Number:</b>	85446023	MOBIRESOURCE	
<b>Serial Number:</b>	85446033	MOBIRESULT	
<b>Serial Number:</b>	85446021	MOBITERRITORY	
<b>Serial Number:</b>	78297215	ITRAX	
<b>Serial Number:</b>	76569901	NETISTIX	
<b>Serial Number:</b>	86908322	BSMTECHNOLOGIES	
<b>Serial Number:</b>	87083651	BSMWIRELESS	
<b>CORRESPONDENCE DATA</b>			
<b>TRADEMARK</b>			

CH \$415.00 85490570

**Fax Number:** 3146673633

***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.***

**Phone:** 3145526000

**Email:** ipdocket@thompsoncoburn.com

**Correspondent Name:** Thompson Coburn LLP

**Address Line 1:** One US Bank Plaza

**Address Line 4:** St. Louis, MISSOURI 63101

<b>NAME OF SUBMITTER:</b>	Shoko Naruo
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<b>SIGNATURE:</b>	/sn/
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<b>DATE SIGNED:</b>	12/22/2016
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 21, 2016, by BSM TECHNOLOGIES LTD. (f/k/a BSM Wireless Inc.), a corporation incorporated under the laws of the Province of Ontario (the "Grantor"), in favor of THE TORONTO-DOMINION BANK, a Canadian chartered bank (the "Bank").

### WITNESSETH:

A. Reference is made to that certain General Security Agreement dated as of June 28, 2013, among the Grantor and the Bank (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement").

B. This Agreement is made to secure the payment and performance of the Obligations (as defined in the Security Agreement). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

C. This Agreement is given pursuant to the Security Agreement, and each and every term and provision of the Security Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Bank as follows:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Obligations, Grantor hereby grants to the Bank a security interest in and continuing lien on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks and applications listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is governed by that certain Security Agreement, to which reference should be made for a full description of the rights and

remedies of the Bank with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. NOTWITHSTANDING SECTION 1.06 OF THE SECURITY AGREEMENT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BSM TECHNOLOGIES LTD.,  
a corporation amalgamated under the laws  
of the Province of Ontario, as Grantor

By: 

Name: Aly Bahemidulla  
Title: President & CEO

**ACCEPTED AND AGREED:**

THE TORONTO-DOMINION BANK,  
as the Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

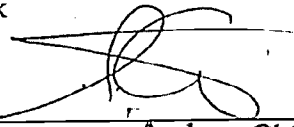
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

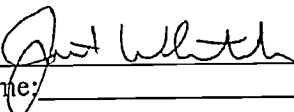
BSM TECHNOLOGIES LTD.,  
a corporation amalgamated under the laws  
of the Province of Ontario, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

THE TORONTO-DOMINION BANK,  
as the Bank

By:   
Name: Andrew Chiodo  
Title: AVP, Credit  
National Accounts

By:   
Name: \_\_\_\_\_  
Title: Justin Whiteside  
Senior Analyst  
National Accounts

**EXHIBIT A**

**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Application Number</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
MOBI	85/490,570	12/08/2011	4,386,285	08/20/2013
MOBI (stylized)	85/490,569	12/08/2011	4,386,284	08/20/2013
MOBI.APPOINTMENT	85/446,025	10/12/2011	4,584,818	08/12/2014
MOBI.CONNECT	86/133,219	12/02/2013	4,639,802	11/18/2014
MOBI.DISPATCH	85/446,027	10/12/2011	4,593,236	08/26/2014
MOBI.INSIGHT	85/446,029	10/12/2011	4,593,237	08/26/2014
MOBI.ROUTE	85/446,024	10/12/2011	4,584,817	08/12/2014
MOBILOCATE	85/446,028	10/12/2011	4,495,215	03/11/2014
MOBIPLAN	85/446,019	10/12/2011	4,491,552	03/04/2014
MOBIRESOURCE	85/446,023	10/12/2011	4,491,554	03/04/2014
MOBIRESULT	85/446,033	10/12/2011	4,495,216	03/11/2014
MOBITERRITORY	85/446,021	10/12/2011	4,491,553	03/04/2014
ITRAX	78/297,215	09/08/2003	3,002,696	09/27/2005
NETISTIX	76/569,901	12/31/2003	3,122,352	08/01/2006
BSMTECHNOLOGIES	86/908,322	02/15/2016		
BSMWIRELESS	87/083,651	06/24/2016		