

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463519

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXFO Service Assurance Inc.		01/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	1155 Metcalfe Street, 5th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4S9		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2689743	BRIX	
Registration Number:	2676100	BRIXWORX	
Registration Number:	2814374	OIDVIEW	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	713-651-5567		
Email:	annie.aymond@nortonrosefulbright.com		
Correspondent Name:	ANNIE AYMOND-NORTON ROSE FULBRIGHT USLLP		
Address Line 1:	1301 MCKINNEY STREET		
Address Line 4:	HOUSTON, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	1001003690-EXFO/NBoC		
NAME OF SUBMITTER:	Annie Aymond		
SIGNATURE:	/Annie Aymond/		
DATE SIGNED:	02/27/2018		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made effective as of January 31, 2018 by and from EXFO AMERICA INC., a Delaware corporation ("EXFO America"), EXFO SERVICE ASSURANCE INC., a Delaware corporation ("EXFO Service"), (collectively the "Grantors") to and in favor of NATIONAL BANK OF CANADA, for itself and as administrative agent for the Finance Parties (as defined in the Credit Agreement referenced below) (the "Secured Party").

WHEREAS, the Grantors, Secured Party, and the Finance Parties, among others, have entered into that certain Credit Agreement, dated as of December 21, 2017 (as further modified and supplemented and in effect from time to time, the "Credit Agreement").

WHEREAS, the Grantors, Secured Party and the Finance Parties, among others, have entered into that certain Pledge and Security Agreement, dated as of December 21, 2017 (as further modified and supplemented and in effect from time to time, the "Security Agreement").

WHEREAS, the Grantors own the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the USPTO.

WHEREAS, this IP Security Agreement has been granted in conjunction with the security interest in the Trademarks granted under the Security Agreement to Secured Party for the benefit of itself and the Finance Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest. In order to secure the payment and performance in full of the Security Obligations (as defined in the Security Agreement), the Grantors hereby grant to Secured Party for the benefit of itself and the Finance Parties:

(a) a security interest in all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO (or any successor office) or any similar offices in any state of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, such as those listed in Exhibit A, (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights, and interests that uniquely reflect or embody such goodwill.

3) Security Agreement. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the security interests of Secured Party and Finance Parties with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party and Finance Parties under the Security Agreement as security for the discharge and performance of the Security Obligations. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4) Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided therein) are incorporated by reference as if fully set forth herein.

5) Counterparts. This IP Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be the original and all of which shall constitute together but one and the same agreement.

6) Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the laws of the State of New York.

[Signature Pages Follow]

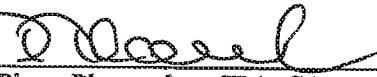
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement effective as of the date first written above.

GRANTORS

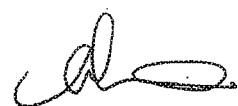
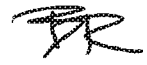
EXFO AMERICA INC.



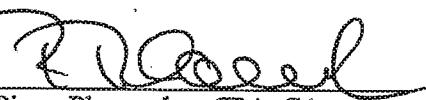
By: _____
Name: Germain Lamonde
Title: President and Director

By:  _____
Name: Pierre Plamondon, CPA, CA
Title: Vice-President and Director

EXFO SERVICE ASSURANCE INC.



By: _____
Name: Germain Lamonde
Title: President and Director

By:  _____
Name: Pierre Plamondon, CPA, CA
Title: Director

ACKNOWLEDGED AND AGREED TO BY:

NATIONAL BANK OF CANADA, as Secured
Party

By: _____
Name:
Title:

[Signature Page to IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement effective as of the date first written above.

GRANTORS

EXFO AMERICA INC.

By: _____
Name:
Title:

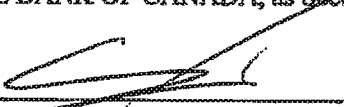
EXFO SERVICE ASSURANCE INC.

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED TO BY:

NATIONAL BANK OF CANADA, as Secured Party

By: _____
Name:
Title:


CHANNT CHEA
Directeur de comptes
Secteur SAE-02
Transit : 0749-1

[Signature Page to IP Security Agreement]

Exhibit A

SCHEDULE OF U.S. TRADEMARKS

Trademark	COUNTRY	Application No.	Registration Date	Registration Number	Owner
BRIX	USA	76052055	Feb. 25, 2003	2689743	EXFO Service Assurance Inc.
BRIXWORX	USA	76052660	Jan. 21, 2003	2676100	EXFO Service Assurance Inc.
OiDVIEW	USA	78180032	février 10, 2004	2814374	EXFO Service Assurance Inc.