

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mavencare Inc.		03/14/2018	a corporation existing under the Business Corporations Act (Canada): CANADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	Commercial Loan Documentation, M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86650312	CONNECTED HOME CARE	
Registration Number:	5238406	CONNECTED HOME CARE	
Serial Number:	86650294	MAVENCARE	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	SUSAN M. KORNFIELD		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	04/16/2018		
Total Attachments: 6			

OP \$90.00 86650312

source=Executed - Intellectual Property Security Agreement (Mavencare)#page1.tif
source=Executed - Intellectual Property Security Agreement (Mavencare)#page2.tif
source=Executed - Intellectual Property Security Agreement (Mavencare)#page3.tif
source=Executed - Intellectual Property Security Agreement (Mavencare)#page4.tif
source=Executed - Intellectual Property Security Agreement (Mavencare)#page5.tif
source=Executed - Intellectual Property Security Agreement (Mavencare)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 14, 2018, between **MAVENCARE INC.**, a corporation existing under the *Business Corporations Act* (Canada) ("Grantor"), and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has or will enter into certain financial accommodations with Grantor pursuant to a Loan Agreement made as of March 14, 2018, between Bank and Grantor, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Bank has required Grantor to provide (i) a certain General Security Agreement dated as of even date herewith between Grantor and Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), and (ii) this Agreement to Bank, in each case, to secure the Secured Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement. All terms used without definition in this Agreement or in the Security Agreement shall have the meaning assigned to them in the California Uniform Commercial Code.

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 the Secured Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, 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.

[Remainder of Page Intentionally Left Blank]


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

Address:

Mavencare Inc.
70 Richmond St. E Suite 100
Toronto, ON
Canada, M5C 1N8
Attn: Chief Financial Officer
Fax: (880) 220-8249

Grantor:

MAVENCARE INC., a company existing under the
Business Corporations Act (Canada)

By: 

Name: Adam Blackman

Title: CEO

Address:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Kamal Bal
Fax: (416) 367-2460

Bank:

COMERICA BANK

By: _____

Name: _____

Title: _____

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attention: Commercial Loan Documentation

[Signature Page to Intellectual Property Security Agreement (15166526)]

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

Address:

Mavencare Inc.
70 Richmond St. E Suite 100
Toronto, ON
Canada, M5C 1N8
Attn: Chief Financial Officer
Fax: (880) 220-8249

Grantor:

MAVENCARE INC., a company existing under the
Business Corporations Act (Canada)

By: _____

Name: _____

Title: _____

Address:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Kamal Bal
Fax: (416) 367-2460

Bank:

COMERICA BANK

By: Omer Ahmed

Name: OMER AHMED

Title: VP

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attention: Commercial Loan Documentation

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CONNECTED HOME CARE	86/650312	6/3/15	n/a	n/a
CONNECTED HOME CARE	86/982456	6/3/15	5,238,406	7/4/17
MAVENCARE	86/650294	6/3/15	n/a	n/a