

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOLECULIGHT INC.		03/16/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	Suite 2210, South tower, Royal Bank Plaza, P.O. Box 61		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87563052	MOLECULIGHT DARKDRAPE	
Serial Number:	87511866	I:X	
Registration Number:	5093533	MOLECULIGHT	
Registration Number:	5093690	LOOK TO HEAL	
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:	04/18/2018		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of March 16, 2018, between **MOLECULIGHT INC.**, a corporation existing under the *Business Corporations Act* (Ontario) ("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 16, 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 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 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, the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

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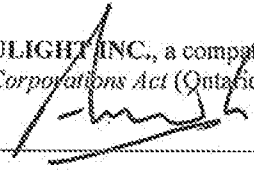
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

Moleculight Inc.
101 College Street, Suite 200
MaRS Centre, South Tower
Toronto, Ontario, M5G 1L7
Attn: Anil Amlani
Fax : aamlani@moleculight.com

Grantor:

MOLECULIGHT INC., a company existing under the
Business Corporations Act (Ontario)

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: _____

Name: _____

Title: _____

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

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

Address:

MolecuLight Inc.
101 College Street, Suite 200
MaRS Centre, South Tower
Toronto, Ontario, M5G 1L7
Attn: Anil Amlani
Fax : aamlani@moleculight.com

Grantor:

MOLECULIGHT INC., a company existing under the
Business Corporations Act (Ontario)

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: Omey Ahmed

Name: OMER AHMED

Title: VP

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

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006316 FRAME: 0962

EXHIBIT A

Copyrights

None

EXHIBIT B

Canadian and US Patents

PATENT/APPLICATION NO.	TITLE	STATUS	Licensed or Owned	Licensor/Owner
U.S. Provisional Patent Application No. 61/054,784	Device and Method for Fluorescence-Based Imaging and Monitoring	expired	Licensed	University Health Network (UHN)
U.S. Provisional Patent Application No. 61/054,780	Device and Method for Fluorescence-Based Imaging and Monitoring	expired	Licensed	UHN
U.S. Patent No. 9,042,967	Device and Method for Fluorescence-Based Imaging and Monitoring	issued	Licensed	UHN
U.S. Patent Application No. 14/719,493	Device and Method for Fluorescence-Based Imaging and Collection of Data for Diagnostic Purposes	pending	Licensed	UHN
Canadian Patent No. 2,724,973	Device and Method for Fluorescence-Based Imaging and Monitoring	issued	Licensed	UHN
Canadian Patent Application No. 2,891,990	Device and Method for Fluorescence-Based Imaging and Monitoring	pending	Licensed	UHN
U.S. Provisional Patent Application No. 62/028,386	FLUORESCENCE-BASED IMAGING DEVICE, ADAPTORS, AND ASSOCIATED METHODS OF ANALYSIS	expired	Licensed	UHN
U.S. Patent Application No. 15/328,214	COLLECTION AND ANALYSIS OF DATA FOR DIAGNOSTIC PURPOSES	pending	Licensed	UHN
Canadian Patent Application No. 2,955,976	COLLECTION AND ANALYSIS OF DATA FOR DIAGNOSTIC PURPOSES	pending	Licensed	UHN
U.S. Provisional Patent Application No. 62/028,387	FLUORESCENCE-BASED IMAGING DEVICE AND ASSOCIATED TOOLS AND METHODS	lapsed	Licensed	UHN
U.S. Provisional Patent Application No. 62/625,611	WOUND IMAGING AND ANALYSIS	pending	Owned	MolecuLight (MLI)
U.S. Provisional Patent Application No. 62/625,967	DEVICES, SYSTEMS, AND METHODS FOR TUMOR VISUALIZATION AND REMOVAL	pending	Licensed	UHN
U.S. Provisional Patent Application No. 62/625,983	DEVICES, SYSTEMS, AND METHODS FOR TUMOR VISUALIZATION AND REMOVAL	pending	Licensed	UHN
U.S. Design Application No. 29/497,404	IMAGING SYSTEM	lapsed	Licensed	UHN
U.S. Design Application No. 29/497,405	IMAGING DEVICE ACCESSORY FOR MOBILE	lapsed	Licensed	UHN

EXHIBIT B

ELECTRONIC DEVICE

U.S. Design Application No. 29/505,784	HANDHELD DEVICE	pending	Owned	MLI
Canadian Design Application No. 169,795	HANDHELD PORTABLE IMAGING DEVICE	pending	Owned	MLI
Canadian Design Application No. 174,402	HANDHELD PORTABLE IMAGING DEVICE	pending	Owned	MLI
Canadian Design Application No. 174,403	HANDHELD PORTABLE IMAGING DEVICE	pending	Owned	MLI
Canadian Design Application No. 174,404	HANDHELD PORTABLE IMAGING DEVICE	pending	Owned	MLI
Canadian Design Application No. 174,405	HANDHELD PORTABLE IMAGING DEVICE	pending	Owned	MLI

EXHIBIT C

US Trademarks

Owner	Trade-mark	Serial No.	Registration No.
MolecuLight Inc.	MolecuLight DarkDrape	87/563,052	
MolecuLight Inc.	i:X	87/511,866	
MolecuLight Inc.	MOLECULIGHT	86/401,007	5,093,533
MolecuLight Inc.	LOOK TO HEAL	86/719,252	5,093,690

Canadian Trademarks

Owner	Trade-mark	Application No.	Registration No.
MolecuLight Inc.	MolecuLight DarkDrape	1747707	TMA977765
MolecuLight Inc.	i:X	1839879	
MolecuLight Inc.	MOLECULIGHT	1689375	TMA933046
MolecuLight Inc.	LOOK TO HEAL	1723451	TMA941457