

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM473270

<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>
Axonify Inc.		05/04/2018	a corporation existing under the Business Corporations Act (Canada): CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	Royal Bank Plaza, P.O. Box 61		
<b>Internal Address:</b>	Suite 2210, South Tower		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M4W 3E2		
<b>Entity Type:</b>	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4597778	AXONIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	05/09/2018		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of May 4, 2018, between AXONIFY 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 May 4, 2018, between Bank and Borrower, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Bank has required Grantor to provide (i) a certain 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.

C. Grantor is financially interested in the affairs of Borrower, and deems it advisable, desirable, and in the best interests of Grantor to enter into this Agreement.

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.

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TRADEMARK  
REEL: 006372 FRAME: 0247

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

Address:

450 Phillip Street  
Waterloo, Ontario N2L 5J2

Attn: \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Grantor:

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

By: Carol Leaman

Name: Carol Leaman

Title: CEO

Address:

Comerica Bank  
Suite 2210, South Tower  
Royal Bank Plaza, P.O. Box 61  
Toronto, Ontario M4W 3E2

Attn: Bryce Aikman

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.

Address:

450 Phillip Street  
Waterloo, Ontario N2L 5J2

Attn: \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Grantor:

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

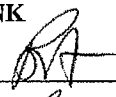
Title: \_\_\_\_\_

Address:

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

Bank:

**COMERICA BANK**

By: \_\_\_\_\_ 

Name: Bryce Aikman

Title: SVP

**EXHIBIT A**

**Copyrights**

None.

EXHIBIT A

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**TRADEMARK**  
**REEL: 006372 FRAME: 0250**

**EXHIBIT B**

**Patents**

**None.**

**EXHIBIT B**

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**TRADEMARK  
REEL: 006372 FRAME: 0251**

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
AXONIFY	85/716452	8/29/12	4,597,778	9/2/14

EXHIBIT C

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