

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DTI GmbH		07/13/2018	Corporation:
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA		
Street Address:	2 ROBERT SPECK PARKWAY		
City:	MISSISSAUGA		
State/Country:	CANADA		
Postal Code:	L4Z1H8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86133294	DR. TOBIAS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	KDURELL@MILLERTHOMSON.COM		
Correspondent Name:	KAREN DURELL		
Address Line 1:	40 KING STREET WEST		
Address Line 2:	SUITE 5800		
Address Line 4:	TORONTO, CANADA M5H3S1		
NAME OF SUBMITTER:	KAREN DURELL		
SIGNATURE:	/KLD/		
DATE SIGNED:	07/25/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) is made this 13 day of July, 2018, by DTI GmbH (the “**Grantor**”), and The Bank of Nova Scotia (the “**Bank**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain general security agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the “**Security Agreement**”), by the Grantor in favour of the Bank, the Grantor granted a security interest in favour of the Bank over all of the Grantor’s current and after acquired personal property and undertaking pursuant to the terms and conditions thereof;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Bank, to secure such Grantor’s Obligations, a continuing security interest (referred to in this Intellectual Property Security Agreement as the “**Security Interest**”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter owned or acquired or arising (collectively, the “**IP Collateral**”):

(a) all of its copyrights including any and all rights in any works of authorship, including (i) copyrights and moral rights, (ii) copyright registrations and recordings thereof and all applications in connection therewith, (iii) income, license fees, royalties, damages, and payments now and hereafter due or payable to the Grantor under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments due or payable to the Grantor for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of the Grantor’s rights corresponding thereto throughout the world;

(b) all of its patents and patent applications and all of its industrial designs and industrial design applications, including (i) all continuations, divisionals, continuations-in-part, re-examinations, reissues, extensions and renewals thereof and improvements thereon, all income, royalties, damages and payments now and hereafter due or payable to the Grantor under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments due or payable to the Grantor for past, present, or future infringements thereof, (ii) the right to sue for past, present, and future infringements thereof, and (iii) all of the Grantor’s rights corresponding thereto throughout the world;

(c) all of its trademarks including any and all trademarks, trade names, trade dress, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and any other indications of origin, including (i) the trade names, registered

trademarks, trademark applications, registered service marks and service mark applications, and other common law trademarks, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable to the Grantor under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments due or payable to the Grantor for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of the Grantor's rights corresponding thereto throughout the world; and

(d) all other intellectual property and other Intangibles (as defined in the Security Agreement), including domain names, formulations, recipes, inventions, trade secrets, and all and any products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Intangibles or licenses for Intangibles, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any intellectual property rights, Intangibles or licenses for Intangibles.

Said IP Collateral as of the date of this IP Security Agreement being listed in Schedule I. Notwithstanding the foregoing, no omission of any IP Collateral from Schedule I shall in any way affect, invalidate or detract from the Security Interest granted to the Bank in the all of the IP Collateral, whether such omission is caused by inadvertence or otherwise.

3. SECURITY FOR OBLIGATIONS. This IP Security Agreement and the Security Interest created hereby by the Grantor secures the payment and performance of the Obligations of such Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this IP Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to the Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interests granted to the Bank, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Security Interest in the IP Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any intellectual property, including any new trademark, patent, industrial design or copyright application or registered trademark, patent, industrial design or copyright, or become entitled to the benefit of any trademark, patent, industrial design, or copyright application or registered trademark, patent, industrial design, or copyright for any renewal, divisional, continuation, continuation-in-part, reissue, or reexamination of any existing trademark, patent, industrial design, or copyright or trademark, patent, industrial design, or copyright application, the provisions of this IP Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Bank unilaterally to modify this IP Security Agreement by amending Schedule I to include any such new trademark, patent, industrial design, or copyright rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this IP Security Agreement or amend

Schedule I shall in any way affect, invalidate or detract from the Bank's continuing security interest in all IP Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same IP Security Agreement. Delivery of an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this IP Security Agreement. Any party delivering an executed counterpart of this IP Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this IP Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this IP Security Agreement.

7. CONSTRUCTION. Unless the context of this IP Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this IP Security Agreement refer to this IP Security Agreement as a whole and not to any particular provision of this IP Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this IP Security Agreement unless otherwise specified. Any reference in this IP Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS IP SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS IP SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED IN A COURT OF COMPETENT JURISDICTION IN THE PROVINCE OF ONTARIO; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE BANK'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE BANK ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE BANK AND THE GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO

ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BANK AND THE GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS IP SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE BANK AND THE GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS IP SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. The Bank shall be entitled to enforce the IP Collateral against the Grantor without limitation in respect of

- (a) all and any amounts that are owed pursuant to the Obligations by the Grantor itself or by any of its direct or indirect subsidiaries; or
- (b) all and any amounts that are owed pursuant to the Obligations by the Grantor or any holding company of the Grantor that has entered into a domination and/or profit and loss agreement within the meaning of Section 291 of the German Stock Corporation Act (*Aktiengesetz*) with the Grantor as dominated entity, but only if the Grantor has a fully valuable and recoverable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rück-gewähranspruch*) against such dominating entity within the meaning of Section 30 para. 1 sentence 2 of the German Limited Liability Company's Act (*GmbHG*); or
- (c) all and any amounts that are owed pursuant to the Obligations by a shareholder of the Grantor if the Grantor has a fully valuable and recoverable consideration or recourse claim (*vollwertiger Gegenleistungs- oder Rückgewähranspruch*) against such shareholder within the meaning of Section 30 para. 1 sentence 2 of the German Limited Liability Company's Act (*GmbHG*); or
- (d) all and any amounts that correspond to funds that have been paid to the Borrower under the Credit Agreement to the extent such amounts are on-lent or otherwise passed on to, or issued for the benefit of, the Grantor or any of its direct or indirect subsidiaries, and in each case were not repaid and remain outstanding

(collectively, the "**Unlimited Enforcement Liabilities**").

Other than with respect to Unlimited Enforcement Liabilities, the Bank shall not be entitled to enforce the IP Collateral against the Grantor if and to the extent that the IP Collateral secures the obligations of a company that is

- (a) a shareholder of the Grantor; or

- (b) an affiliated company (*verbundenes Unternehmen*) of the Grantor within the meaning of Section 15 of the German Stock Corporation Act (*Aktiengesetz*) (other than the Grantor and its direct or indirect subsidiaries)

where

- (c) the enforcement would have the effect of:
 - (i) reducing the Grantor's Net Assets (as defined below) to an amount of less than its stated share capital (*Stammkapital*) or, if the Net Assets are already an amount of less than its stated share capital (*Stammkapital*), of causing such amount to be further reduced, and
 - (ii) thereby leading to a violation of the capital maintenance requirement as set out in Section 30 para. 1 of the German Limited Liability Companies Act (*GmbHG*) (as amended from time to time), provided that the amount of the stated share capital (*Stammkapital*) to be taken into consideration shall be the amount registered in the commercial register at the date of this Agreement, and any increase of the stated share capital (*Stammkapital*) registered after the date of this Assignment shall only be taken into account if such increase has been effected with the prior written consent of the Bank; or
- (d) the Grantor is unable to pay its debts (*zahlungsunfähig*) and its managing director (*Geschäftsführer*) becomes liable pursuant to Section 64 sentence 3 of the German Limited Liability Company's Act (*GmbHG*).

The net assets (the "**Net Assets**") shall be calculated as an amount equal to (a) the sum of the values of the Grantor's assets (consisting of all assets that correspond to the items set forth in Section 266 para. 2 A, B, C, D and E of the German Commercial Code (*Handelsgesetzbuch*)), less (b) the aggregate amount of the Grantor's liabilities (consisting of all liabilities and liability reserves that correspond to the items set forth in Section 266 para. 3 B, C, D and E of the German Commercial Code (*Handelsgesetzbuch*)) and less any amounts being subject to the distribution barrier pursuant to Section 268 para. 8 of the German Commercial Code (*Handelsgesetzbuch*), save that

- (a) as far as the registered share capital (*Stammkapital*) is not paid in full, the amount not yet paid in shall be deducted from the amount of the registered share capital (*Stammkapital*) of the Grantor,
- (b) obligations under loans pursuant to the Credit Agreement provided to the Grantor by the Borrower or any of its affiliates shall not be taken into account as liabilities,
- (c) obligations under loans or other contractual liabilities incurred by the Grantor in violation of the provisions of the Credit Agreement, the Security, or any other security document or loan document entered into in connection with the Credit Agreement shall not be taken into account as liabilities, and
- (d) liabilities of the Grantor owed to any of its direct or indirect shareholders to the extent that such loans are subordinated pursuant to Section 39 para. 1 no. 5 or Section 39 para. 2

of the German Insolvency Act (*Insolvenzordnung*) or contractually subordinated pursuant to Section 19 para. 2 (or Section 39 para. 2) of the German Insolvency Act (*Insolvenzordnung*) shall not be taken into account as liabilities.

The Net Assets shall be determined in accordance with the generally accepted accounting principles applicable from time to time in Germany (*Grundsätze ordnungsmäßiger Buchführung*) and be based on the same principles that were applied by the Grantor in the preparation of its most recent annual balance sheet (*Jahres-bilanz*).

If the enforcement against the Grantor is or would be limited or excluded pursuant to this section, the Grantor shall promptly realise, to the extent permitted by law, each asset capitalised on its balance sheet with a book value that is significantly lower than its market value and which is not required for its business (*betriebsnotwendig*). If and to the extent the Grantor fails to comply with its obligation under the preceding sentence, its Net Assets shall be deemed increased by the amount by which the market value of all such assets exceeds their book value.

The limitations set out in this section shall only apply if the managing directors of the Grantor notify the Bank, without undue delay but not later than within ten (10) Business Days after receipt of a request for payment under the IP Collateral by the Bank, in writing in reasonable detail whether and to what extent the limitations set out in in this section apply and deliver to the Bank within twenty (20) further Business Days an up-to-date balance sheet prepared by a firm of auditors of international standard and reputation that shows the value of the Grantor's Assets (the "**Balance Sheet**"). The Balance Sheet shall be prepared in accordance with the principles set out in in this section and shall contain further information (in reasonable detail) relating to items to be adjusted pursuant to this section.

The Bank shall be entitled to enforce the IP Collateral against the Grantor up to the amount that, according to the Balance Sheet, can be enforced in compliance with the limitations set out in this section.

In relation to any additional amounts for which the Grantor is liable pursuant to the Obligations, the Bank shall be entitled to further pursue its claims (if any), and the Grantor shall be entitled to prove that such amount is necessary for maintaining its stated share capital (*Stammkapital*) (calculated as of the date the demand pursuant to such Obligations was made).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be executed and delivered as of the day and year first above written.

BANK:

THE BANK OF NOVA SCOTIA

Witnessed By:

Name:
Date:
Address:

By: 
Name: Victoria Corrigan
Title: Senior Credit Solutions Manager

By: _____
Name:
Title:

GRANTOR:

DTI GmbH

Witnessed By:

Name:
Date:
Address:

By: _____
Name:
Title:

Signature Page to the IP Security Agreement

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Agreement to be executed and delivered as of the day and year first above written.

BANK:

THE BANK OF NOVA SCOTIA

Witnessed By:

.....
Name:
Date:
Address:

By:
Name:
Title:

By:
Name:
Title:

GRANTOR:

DTI GmbH

Witnessed By:

M. Schmidt
Name: *Marc Schmidt*
Date: *13.07.2014*
Address: *Hohle Bleiche 19
70554 Hamburg*

Talron Hanson
By:
Name: *TALRON HANSON*
Title: *MANAGING DIRECTOR*
Florian Hade
Name: *FLORIAN HADE*
Title: *MANAGING DIRECTOR*

Signature Page to the IP Security Agreement

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks - Registrations

TRADEMARK APPN NO.	TRADEMARK	FILING DATE	TRADEMARK REGISTRATION NO.	ISSUE DATE
86/133,294	DR. TOBIAS	December 3, 2013	4608650	September 23, 2014

Trademarks – Unregistered

The mark noted above as registered is also used in at least Canada with the goods and services listed in the respective U.S. Registration for the same, and other unregistered marks are used in at least the websites, social media sites, and product materials of the Grantor.

Domain Names

Domain Name	Registrar	Reg. Date	Expiry Date
www.dr Tobias.net	RegistryGate GmbH	Apr. 23, 2013	Apr. 23, 2019
www.dr Tobiasbonus.net	RegistryGate GmbH	Dec. 13, 2013	Dec. 13, 2018
www.dr-tobias.com	Vautron Rechenzentrum AG	Jun. 15, 2017	Jun. 15, 2019

Social Media Accounts

- I. GoDrTobias Instagram
- II. GoDrTobias Twitter
- III. GoDrTobias Facebook
- IV. GoDrTobias YouTube
- V. GoDrTobias Google+

Trade Secrets

Formulations, recipes and other proprietary information relating to the products and services, and other trade secrets