

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAYSO INC.		06/21/2018	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:	M4W 3E2		
Entity Type:	Company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87922487	FINN.AI	
Serial Number:	87922469	FINN	
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:	08/02/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of June 21, 2018, between **PAYSO INC.**, a corporation existing under the *Canada Business Corporations Act* ("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 the date hereof, 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.

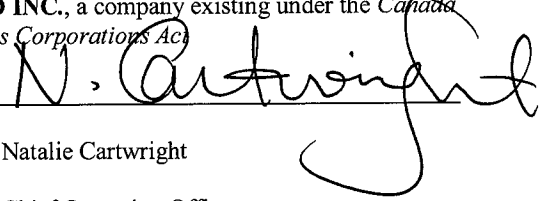
Address:

Payso Inc.
970 Homer Street, Suite 300
Vancouver, BC
Canada, V6B 2W7
Attn: Finance Department

Grantor:

PAYSO INC., a company existing under the *Canada Business Corporations Act*

By: x



Name: Natalie Cartwright

Title: Chief Operating Officer

Address:

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

Payso Inc.
970 Homer Street, Suite 300
Vancouver, BC
Canada, V6B 2W7
Attn: Finance Department

Grantor:

PAYSO INC., a company existing under the *Canada Business Corporations Act*

By: x N. Cartwright

Name: Natalie Cartwright

Title: Chief Operating Officer

Address:

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

Bank:

COMERICA BANK

By: Imad Ahmed

Name: IMR AHMED

Title: VP

EXHIBIT A

Copyrights

Nil.

EXHIBIT B

Patents

Nil.

EXHIBIT C

Trademarks

CANADIAN TRADEMARKS

Owner	Trade-mark	Application No.	Registration No.
Payso Inc.	FINN	1873704	N/A
Payso Inc.	FINN.AI	1873705	N/A

UNITED STATES TRADE-MARKS

Owner	Trade-mark	Serial/Registration No.
Payso Inc.	FINN.AI	87922487
Payso Inc.	FINN	87922469